



**DEPARTMENT OF CONSERVATION AND RECREATION
STATE TRANSPORTATION BUILDING, 10 PARK PLAZA, SUITE 6620,
BOSTON, MA 02116-3978**

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Lieutenant Governor
Kimberly Driscoll

EOEEA Secretary
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DCR Commissioner
Nicole LaChapelle

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
REQUEST FOR PROPOSALS TO OPERATE A CHRISTMAS TREE FARM
AT CHESTER-BLANDFORD STATE FOREST
RFP # DCR 2026 900**

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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 and 304 of the Code of Massachusetts Regulations, as amended, is offering the opportunity to, and seeking proposals from, qualified individuals, corporations, or other business entities, whether for-profit or non-profit (hereinafter “Proposer(s)”) to operate, manage, and maintain a Christmas tree farm based at **Chester-Blandford State Forest, 160 Chester Road, Blandford, MA** (hereinafter the “Premises” or “Location”), as set forth in this Request For Proposals (“RFP”).

The terms for the use authorized herein may be for a period of **ten (10) consecutive seasons or years** for tree farming or other related services, **commencing in 2026**. The successful Proposer shall be required to execute a revocable license in the form attached as Attachment E. Licenses 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 License 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 successful Proposer to design, fund, and complete.

The Location is offered “**as is**.” The successful Proposer 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 successful Proposer under this RFP for third-party groups shall be additionally permitted through DCR’s External Affairs Department, Special Use Permitting unit.

If food or beverages are provided or sold, DCR is committed to ensuring that healthy options (according to USDA guidelines) are offered through its permitted concessions. Christmas trees may be sold on the Premises as “cut your own” and/or “pre-cut.”

II. DESCRIPTION OF THE PREMISES AND APPLICABLE INFORMATION

General Information

All questions concerning this RFP should be addressed to **dcr.permits@mass.gov**.

Minimum proposal information 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 equipment.** DCR provides only the location and does not guarantee the status or usability of any existing building or storage areas. No equipment is provided by DCR. The successful Proposer shall comply with all reasonable requests of authorized DCR staff concerning operations. 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 rely solely on prior operational data.

Premises Information

The Premises consists of **roughly 20 acres of Christmas tree farm fields**, which have not been pruned or harvested in several years, and a small building which served as an office and contact station. The building has electricity but **no running water**. A one-car garage is located beneath the building.

A survey by DCR Management Foresters found:

- **553 commercially viable trees** between four (4) and eight (8) feet in height.
- **95 commercially viable trees** greater than eight (8) feet in height.
- **341 trees** determined not to be commercially viable, but with potential for use in wreath boughs.
- **Approximately 200 trees** between one (1) and four (4) feet in height.

All commercially viable trees are in need of pruning. DCR performs yearly mowing from August through November, Licensee shall be obligated to mow the rest of the year as needed. Pruning, mowing, and removal of non-commercially viable trees from open fields shall be the sole responsibility of the Permittee. **There is a red barn in the vicinity which is used solely by DCR; it is not available to the successful Proposer and is not part of the Premises.**

Customer Service Expectations

If the Proposer has a “cut your own tree operation” the successful Proposer is required to operate from **November 19th to December 25th annually** (the “Operating Season”), unless an alternate baseline plan of having a wholesale tree farm is proposed and accepted by DCR. The Proposer may also propose a combination of both. Successful Proposers are expected to staff this location with reliable, knowledgeable staff members who will serve a diverse clientele with courtesy at all times.

The successful Proposer 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 the license. The successful Proposer shall not offer discounts or free items to any DCR staff, manager, or contractor. State building and other authorized inspectors must be allowed to inspect the successful Proposers operations at all times.

III. PROPOSAL PROCESS AND SCHEDULE

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 DCR's Interested Parties List. Proposals must be submitted to DCR 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 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, the selected Proposer will be required to send initial fees, a certificate of insurance, and other documents. Upon receipt of all required items, a License (Attachment E) will be issued and signed.

Site Visits

A visit to the Premises is MANDATORY. Site visit will be Thursday, October 22nd at 10 a.m. Other site visits may be arranged by contacting Bob Mason - robert.b.mason@mass.gov, 413-347-1942 or Jesse Barden - jesse.barden@mass.gov, 857-287-1586.

All Proposers must prove and certify that they have visited the site by submitting a DCR staff signature on the Site Visit Verification form (Attachment D) with their proposal.

Questions During the Proposal Period

All Proposer questions must be submitted in writing via email to **dcr.permits@mass.gov**. DCR staff will reply to questions in writing via the Interested Parties List. No answers to procedural or substantive questions will be provided in person or by telephone.

RFP Proposal Schedule

- **Pre-Proposal Site Visits Deadline:** October 30, 2026 (See above for site visit date and arranged visit)
- **Written Questions Due:** By 4:00 p.m. on October 16, 2026 (Maximum 4 per proposer)
- **Answers to Questions Posted:** October 23, 2026
- **Proposal Packages Due to DCR: By 4:00 p.m. on November 2, 2026** (Via email to dcr.permits@mass.gov). Please confirm that your proposal has been received and do not leave it to the last minute. Late proposals after this time will not be considered.
- **Interviews (if any) Held:** Week of November 3-6, 2026
- **Evaluation Period Ends / Recommendation:** November 6, 2026
- **Deposits and Insurance Certificates Due:** Within ten (10) business days after notice of conditional award
- **Finalized License Issued:** TBD

IV. SUBMISSION REQUIREMENTS FOR PROPOSAL

All proposals shall be in English, in writing, legible, and present in clear and sufficient detail the information requested below.

a. Qualifications

- **Experience:** Show that the entity has owned, operated, maintained, or managed a related agricultural, forestry, or commercial property for three (3) or more years within the last ten (10) years.
- **Equipment Capacity:** Prove sufficient equipment holdings or contracts to clear fields, mow, and prune 20 acres.
- **Prior Contracts:** Detailed list of past contracts for related property management with any private, municipal, or state entity within the last five (5) years.
- **Legal History:** List all lawsuits, administrative hearings, or legal proceedings regarding property management within the last five (5) years, including resolutions.
- **Financial Standing:** Proposer must have no unresolved outstanding payments due to the Commonwealth or DCR.

b. Mandates (Items Required to Avoid Automatic Rejection)

1. Completed and signed **Certificate of Compliance with State Tax Laws** (Attachment B).
2. Completed and signed **Massachusetts Substitute W-9 Form** (Attachment C).
3. Documentation/Letter from an insurance broker verifying capacity to meet the criteria in Attachment E. (A letter or insurance binder may suffice).
4. Completed and signed **Site Visit Verification Form** (Attachment D).
5. A **written operational plan** incorporating seasonal timelines, rates, and services.

c. Description of Entity and Related Experience

- History of the business/non-profit organization.
- Names and addresses of all principals or managers holding more than a 1% financial interest.
- An organizational chart or description of the employee operation.

d. Description of Services to be Provided to the Public

- **Seasonal Operations Plan:** Detailed timelines for mowing, pruning, clearing culls, pesticide application logs (if applicable), and species planting schedules.
- **(If Proposed) Cut-Your-Own Operations Plan:** Public operating hours, permitted cutting tools supplied/allowed, stump trimming practices, and safety oversight.
- **Sanitation & Waste Management Plan:** Placement logs for a minimum of one (1) Porta-Potty (Handicapped Accessible) if just a wholesale operation, if a "cut your own tree" proposal then two (2) Porta-Potties will be required and a dedicated commercial dumpster. Proposer shall provide their own dumpster for refuse.
- Proposer shall have an operations maintenance, planting plan and removal of culls plan.
- The DCR building on site may be used for operations by Proposer, please be descriptive as to any uses. DCR will retain shared use as well.

e. Financial and Budget Information

- A five-year **Pro Forma Statement of Operations** detailing projected yearly revenue, overhead costs, administrative charges, payroll/hourly wages for on-site crew, and estimated net profit.
- Proof of active, current corporate filings with the Massachusetts Secretary of State and/or Massachusetts Attorney General Division of Charities (if a corporation or LLC).

f. Compensation to the Commonwealth

- The proposed fee schedule must be explicitly stated within the space provided in Attachment D. The fee can be a flat per year fee or a mix of flat fee plus a percentage on sale of trees. Proposals missing clear compensation terms will be disqualified.

g. Evaluation Criteria and Rule for Award

A numerical 100-point matrix will guide selections:

Evaluation Component	Cross-Reference	Point Allocation Range
Qualifications & Mandates	Section IV (a) & (b)	Pass/Fail (No Points Assigned)
Entity History & Experience	Section IV (c)	0 – 20 Points
Scope of Public Services & Operations	Section IV (d)	0 – 30 Points
Financial Viability & Pro Forma Accuracy	Section IV (e)	0 – 20 Points
Compensation Framework Offered to DCR	Section IV (f)	0 – 30 Points
Interviews / Presentations	Section III	Review Baseline (No Points Assigned)
Maximum Feasible Score		100 Total Points

V. SUBMISSION CHECKLIST

1. **RFP Proposal Document Package** (Responsive elements to Section IV, A–F)
2. **Signed Certificate of Tax Compliance** (Attachment B)
3. **Signed Substitute W-9 Form** (Attachment C)
4. **Signed Proposal Submission Form & Site Visit Verification** (Attachment D)

*All items must be received electronically via dcr.permits@mass.gov no later than **4:00 p.m. on November 2, 2026**.*

ATTACHMENTS TO THE RFP:

- **Attachment A – Premises Maps, and Photos**
- **Attachment B – Certificate of Tax Compliance**
- **Attachment C --2022 Mass Substitute Form W-9**
- **Attachment D – Proposal Submission Form and Site Visit Verification**

- **Attachment E – Draft License Agreement**
- **Attachment F – Construction Guide**
- **Attachment G – Disclosures**
- **Attachment H – Governor’s Executive Order 619 (Plastic Water Bottles)**

Attachment A - Premises Maps, Photos



Picture: Of DCR building



Picture: Of DCR building



Picture: Of DCR building



Picture of Tree Farm



Picture of Tree Farm



Picture of Tree Farm



Picture of Tree Farm



Picture of Tree Farm



Picture of Tree Farm



Picture of Tree Farm



Picture of Tree Farm



Picture of Tree Farm and Barn



Overhead Picture of the Tree Farm

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 _____ 2026

Signature: _____

Name and Title: _____

Attachment C - MASSACHUSETT FORM W-9

Form W-9 (Revised April 2022) Massachusetts Substitute Form W-9		Request for Taxpayer Identification Number and Certification		Give this Form to the requestor or the department you are doing business with.	
1 Business name/Taxpayer (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
2 Business name/disregarded entity name/dba, if different from above.					
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____				4 Exemptions (codes apply only to certain entities, not individuals; see instructions on Page 4): Exempt payee code (if any): _____ Exemption from FATCA reporting code (if any): _____ (Applies to accounts maintained outside the U.S.)	
5 Legal Address (number, street, and apt. or suite no.) See instructions.			Requester's name and address (optional)		
6 City, state, and ZIP code					
7 Remittance Address (if different from Legal Address)					
Part I Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, on Page 5. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , on Page 5.					
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number to Give the Requester</i> for guidelines on whose number to enter.					
DUNS Number Please confirm with the state agency if this is required for vendors receiving federal funds.			Unique Entity Identifier (SAM) As of April 4, 2022, all vendors that receive federal grant funds must submit their Unique Entity Identifier registered in the System of Awards Management (SAM).		
Part II Certification					
Under penalties of perjury, I certify that:					
1. 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					
2. 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 Service (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					
3. I am a U.S. citizen or other U.S. person (defined below); and					
4. The FATCA code(s) entered on this form (if any) <u>indicating</u> that I am exempt from FATCA reporting is correct.					
Certification instructions. You check the following box 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. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, on Page 5.					
5. I am an active Commonwealth of Massachusetts state employee: (check one) ☐ Yes ☐ No					
If yes, I certify compliance with the Massachusetts State Ethics Commission requirements at https://www.mass.gov/ethics					
Sign Here		Signature of U.S. person ▶		Date ▶	

Massachusetts Substitute Form **W-9** (Rev 4-2022)

Attachment D - Proposal Submission Form and Site Visit Sign Off

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
REQUEST FOR PROPOSALS
TO OPERATE A CHRISTMAS TREE FARM
AT CHESTER-BLANDFORD STATE FOREST
PROPOSAL SUBMISSION FORM - SITE VISIT SIGN OFF**

TO: Department of Conservation and Recreation
Office of Long Term Permits & Leases, ATTN: Manager
10 Park Plaza, Suite 6620, Boston, MA 02116
RE: DCR RFP 2026-900

I, _____ (Proposer) acknowledge receipt of the DCR's Request for Proposals for Request for Proposals for operation of Christmas tree farm at Chester-Blandford State Forest and submit the following proposal in response thereto:

A. Compensation

<i>Operating Year/Season</i>	<i>Permit fee to DCR Either percentage of sales, fixed fee or both</i>	<i>Additional proposal amount if any</i>
2026		
2027		
2028		
2030		
2031		
2032		
2033		
2034		

2035		
2036		

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.

SITE VISIT VERIFICATION

I _____, Proposer, visited proposed Christmas tree farm at Chester-Blandford State Forest on October _____, 2026.

DCR Staff: _____

Attachment E- Draft License Agreement

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

License for Use of Commonwealth Real Property For Agricultural Use

This license agreement (“Agreement” or “License”) is by and between the Commonwealth of Massachusetts, by and through its Department of Conservation and Recreation (“DCR”) with an address of 10 Park Plaza, Suite 6620, Boston, MA 02116, as **Licensor**, _____, as **Licensee**. Licensor and Licensee are each a “Party” and, collectively, the “Parties” to this Agreement.

RECITALS

WHEREAS, the Licensee desires to use the Premises (as further defined below), which is owned by the Commonwealth of Massachusetts and under the care, custody and control of DCR; and

WHEREAS, pursuant to M.G.L. c. 92, § 33 (“Section 33”), the Commissioner of DCR may enter into and issue agreements, licenses and permits for recreational and other uses which they deem compatible and consistent with Section 33 and Article XCVII (“Article 97”) of the amendments to the Constitution of the Commonwealth of Massachusetts; and

WHEREAS, the Commissioner hereby finds that the Licensee’s use of the Premises for the Authorized Uses (as defined below), in compliance with this Agreement, is compatible and consistent with Section 33 and Article 97; and

WHEREAS, all obligations of DCR hereunder are subject to the appropriation and availability of funds and to such direction and instructions as may have been or are hereinafter provided by the Governor or the General Court.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. INCORPORATION OF RECITALS

The recitals above are hereby incorporated into and made a part of this Agreement.

2. GRANT OF LICENSE; LICENSED PREMISES; AUTHORIZED USES

Licensor hereby grants to Licensee a revocable license for the non-exclusive use of the property shown as _____ on Exhibit A to operate a Christmas tree farm as specified herein. The Licensee shall use only the Premises for the Authorized Uses and shall not expand beyond the Premises or engage in any use of the Premises other than the Authorized Uses. LICENSEE’S USE OF THE PREMISES FOR ANY USE OTHER THAN THE AUTHORIZED USES, OR LICENSEE’S USE OF LAND OR FACILITIES OUTSIDE THE PREMISES, SHALL BE CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT.

3. TERM; EXPIRATION

This Agreement shall commence on the date last signed by a Party below and, unless earlier terminated pursuant to the terms of this Agreement, terminate on [] (the “Expiration Date”). If Licensee submits a written and complete application to Licensor for a new license at least six months prior to the Expiration Date, this License shall remain in full force and effect until a final determination is made by Licensor on the new application. The issuance of a new license is at Licensor’s sole discretion and on terms and conditions required by Licensor at the time of issuance.

4. LICENSE FEE

- a. Licensee shall pay to Licensor the License fee per the following schedule:

[Insert fee schedule]

- b. DCR shall endeavor to bill the Licensee 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 Licensee 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 or the invoice is lost, to:

Commonwealth of Mass – DCR
PO Box 411108
Boston, MA 02241-9187

Payments shall specify the Licensee’s full name, address, telephone number with a notation indicating the License number.

5. LICENSEE IMPROVEMENTS

The Licensee shall provide the following improvements to the Premises and/or in-kind services to DCR: [Insert information if applicable.]

6. OPERATING SEASON

Prior to each commencement of the Authorized Uses, Licensee shall prepare and submit to the DCR Regional Director a schedule for its seasonal operations under this License (the “Operating Season”). The Operating Season is subject to reasonable changes based upon weather conditions affecting the Authorized Uses; however, such changes shall be communicated in writing to the DCR Regional Director and subject to their reasonable approval.

7. USE CONDITIONS

- a. The Licensee shall utilize the Premises for the Authorized Uses. All other uses are strictly prohibited.
- b. The Licensee shall maintain the Premises in good condition at all times. The Licensee shall keep the Premises clear of rubbish, paper, and waste material. All trash, rubbish, waste, or non-biodegradable refuse generated from the Licensee’s Authorized Uses shall

be removed daily. If DCR notifies the Licensee that the condition or appearance of the Premises is unacceptable, the Licensee shall promptly address and resolve said condition or appearance.

- c. Agricultural products shall not include any invasive species, including likely invasive and potentially invasive species, identified at <https://www.massnrc.org/mipag/invasive.htm>. The Licensee assumes responsibility for monitoring and treating any invasive plants found within the Premises using methods approved by DCR. Treatments shall occur at a minimum of two (2) times annually with a goal of preventing fruit production and continued spread of the invasive plants. If invasive plants are found or are spreading within the Premises at any time during the term of this Agreement, DCR reserves the right to terminate this Agreement as hereinafter provided.
- d. No pesticides (herbicide, insecticide, fungicide, etc.) shall be used at any time on the Premises without prior written approval of the DCR Regional Director. A request to use any such pesticide must specify the type of pesticide, application rate, reason for the application, timing of the application, mitigation measures to ensure minimization of non-target damage (e.g., low volume spot treatment), and the name and contact information of the applicator, and a copy of a currently valid license for the applicator. All pesticides must be applied by a properly licensed applicator.
- e. No cutting or harvesting of any materials from DCR property, other than those approved as part of the Authorized Uses, are permitted.
- f. Predator and nuisance animal control is not permitted.
- g. Prior to any ground disturbing activity, including but not limited to tilling, planting, installing fencing and excavating cattle guards, the Licensee shall consult with, receive permission from, and follow the advice of the DCR archaeologist ([DCR Archaeology | Mass.gov](#)).
- h. To minimize the possibility of transporting and spreading invasive plants, all equipment used by the Licensee must be cleaned of all dirt and plant material prior to entering the Premises, and again prior to departing the Premises.
- i. The Licensee shall be required to provide species, location, and acreages for invasive plant treatment. Copies of product labels and manufacturer's MSDS sheets shall be given to the Regional Director prior to treatment applications.
- j. The DCR Regional Director or their designee shall have the right to object, for reasonable cause, to the manner in which Licensee performs the Authorized Uses on the Premises, and any such objection must be remedied to the satisfaction of the Regional Director or their designee within forty-eight (48) hours of written notification of such objection.

- k. Any and all obligations of the Licensee contained within this Agreement, unless otherwise specified, shall be performed and conducted at the sole and exclusive cost and expense of the Licensee and, where such obligations are not an objective standard, to the reasonable satisfaction of the DCR.
- l. The Licensee's use of the Premises is not exclusive. Members of the general public may use the Premises and shall be subject to the rules and regulations of DCR and of the Licensee (if any).
- m. The use, sale, distribution, display or advertisement of alcoholic beverages, cigarettes and other tobacco related products, lottery games, tickets or machines (including automated teller machines, vending machines, etc.) or any other service or business on the Premises is prohibited, unless expressly authorized herein.
- n. DCR may temporarily suspend Licensee's operations due to requirements of another state agency, an emergency or other reason. DCR will provide notice of such temporary suspension to the Licensee as soon as reasonably practicable.
- o. DCR may schedule special events on or adjacent to the Premises. DCR reserves the exclusive right to temporarily authorize other vendors, concessionaires, permittees, licensees, etc. to conduct activities on public land for special events. The Licensee may operate, subject to DCR's approval, during such special events.

8. CHRISTMAS TREE FARMING

- a. To reduce the reliance on pesticides an integrated pest management (IPM) program will be required for all Licensees. IPM programs include trap crops or plantings, early detection, proper identification, and no interplanting trees of variable ages.
- b. Christmas trees may be cut by either the Licensee or the public under a "Cut Your Own Tree" business model. Trees cannot be dug and removed.
- c. Stumps will not be dug and removed and must be left in-place without prior approval from the Regional Director.
- d. Acceptable stock is as follows:
 - a. Balsam Fir
 - b. Douglas Fir
 - c. Blue Spruce
 - d. Scotch Pine
 - e. White Pine
 - f. Canaan Fir – (Hybrid Balsam X Fraser)
 - g. Concolor Fir

- h. Fraser Fir
 - i. Red Spruce
 - j. White Spruce
 - k. Norway spruce
 - l. Eastern Red Cedar
 - m. Atlantic White Cedar
 - n. White Cedar
- e. All vegetation management outside of the immediate Christmas tree growing areas must be preapproved in writing by the Regional Director.
 - f. Additional operations such as incorporating apiaries or silvopasture will require separate permits, and only by the Licensee. The Licensor conveys no guarantees that a permit will be granted.
 - g. Tractors and/or ATV's will be permitted for the cultivation, maintenance, and removal of trees within the Christmas Tree growing areas only.
 - h. During the seasonal selling of Christmas Trees, the public may access the Christmas Tree growing areas with personal vehicles, provided that can be accomplished safely and with minimal damage to DCR lands. The Licensee will be solely responsible for maintaining a safe environment for the public to access and cut trees and for fixing and maintaining access areas that become rutted.
 - i. All access trails shall be routinely maintained by the Licensee and all culverts, crossings, and/or water bars must be kept in good working condition.
 - j. Where a motorized vehicle must cross a permanent stream, the Licensee shall notify the Regional Director and construct and utilize a temporary bridge consistent with the applicable guidelines contained within the "Massachusetts Forestry Best Management Practices Manual" related to the use of all existing or constructed roads. The Massachusetts Forestry Best Management Practices Manual will also be used to guide design and spacing for drainage devices, protective strips or other water protection items not specifically detailed here or spelled out in the License.
 - k. Access trail construction will be of the shortest length possible and will be approved by the Regional Director. Trail construction and maintenance will take place in dry weather.
 - l. Trails will not ford streams or wetlands. Temporary bridges will be required if needed. No brushing in of streams will be allowed. Culverts for trail crossings will be discouraged in favor of bridges. No slash or other debris shall be allowed in streams.

- m. Trails will not be built on existing hiking, skiing, biking or snowmobile trails without the approval of the Regional Director. Crossing of these trails shall be avoided.
- n. Licensee shall be required to fill and smooth trails that develop ruts and may be required to armor some stretches with gravel or rocks. Water bars will be installed at the direction of the state forester.
- o. Trails will be required to be seeded and mulched after construction.

9. EQUIPMENT MAINTENANCE AND REPAIR; LEASED EQUIPMENT

- a. All equipment and structures on the Premises used by the Licensee shall be maintained in good operable condition by the Licensee. All such equipment shall be cleaned, tested and repaired by the Licensee, at its sole cost and expense.
- b. Any damage to any structure on the Premises or surrounding area caused by the installation or removal of equipment by the Licensee shall be repaired to a condition satisfactory to DCR at the Licensee's sole cost and expense.
- c. The Licensee shall provide a list of all leased equipment to be used on the Premises to the Regional Director prior to the commencement of the Authorized Uses or whenever subsequently acquired by Licensee. The Licensee shall be solely responsible for any obligations under any equipment leases. Equipment shall be described in detail including brand name, type of equipment and serial number, if applicable. No later than the Expiration Date, it will be Licensee's responsibility to fulfill any remaining obligations under the equipment lease arrangement and to remove all leased equipment from the Premises.
- d. Any equipment that is affixed in a permanent manner to a wall, ceiling, or in or on the grounds of the Premises shall become the property of the Commonwealth of Massachusetts unless otherwise agreed in writing by the Parties.

10. CONSTRUCTION ON THE PREMISES

- a. Prior to the commencement of any renovation, rehabilitation or construction work on or to the Premises, including improvements, modifications or build-outs, the Licensee shall apply for and obtain all permits and approvals required by law, including a DCR Construction and Access Permit, submitting with the application all relevant plans, specifications and other information regarding the proposed work and any additional information requested by DCR Planning and Engineering staff during its review.
- b. All design and construction costs incurred (including but not limited to local, state and federal permit application fees, site preparation, construction work, labor, materials, landscaping, architectural fees, etc.) are the sole responsibility of the Licensee. 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 Licensee utilizing properly licensed and insured contractors, after notice to, and approval 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 Commonwealth of Massachusetts with the exception of personal property or equipment of the Licensee, or equipment leased by the Licensee, 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 Licensee shall be repaired to a condition satisfactory to the DCR at the Licensee's sole cost and expense.

11. CONDITION OF PREMISES

- a. The Licensee acknowledges that it has inspected the Premises and that the Premises is in a satisfactory condition, suitable for the Authorized Uses in its existing condition, and that it has not relied upon representations or statements of DCR, its officers, employees or agents with respect to these conditions. The Licensee expressly agrees that 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 by the Massachusetts Department of Public Safety, the Licensee expressly agrees that DCR has no obligation to make any ordinary and everyday maintenance, alterations or repairs.
- c. The Licensee shall be responsible for all cleaning, litter pick up, off-site trash removal within a reasonable radius of the Premises determined by the Regional Director or their designee, 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. If applicable to Licensee operations, the Licensee 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.

12. COMPLIANCE WITH LAWS

- a. At its sole cost and expense, the Licensee shall comply with all applicable federal, state, local and other governmental laws, rules, regulations, ordinances, orders and policies affecting the Premises and the Licensee's activities thereon and shall cause its employees, contractors and agents to do the same. The Licensee shall not do anything to cause DCR to be in violation of any applicable federal, state, local or other governmental laws, rules, regulations, orders or policies.
- b. The Licensee shall arrange for inspections by utilities engineers, building inspectors and others as may be required.
- c. The Licensee shall be solely responsible for obtaining all permits and licenses which may be required for Licensee to operate and undertake the Authorized Uses.

- d. The Licensee shall immediately provide notice to DCR Regional Director of any notices from any state or local agency pertaining to a violation of any applicable rule, regulation, or statute. The Licensee shall take immediate action to cure said violations. If the Licensee fails to take prompt remedial measures, DCR may suspend or terminate the Licensee's operations on all or any part of the Premises.

13. EMERGENCIES

The Licensee shall make and preserve records of all accidents and/or emergencies on the Premises where law enforcement or emergency medical technicians are involved and shall promptly report such incidents to the Regional Director or their designee.

14. HAZARDOUS MATERIALS; REPORTING SYSTEM

- a. Except as provided in paragraph (c) below, neither the Licensee nor any of its agents, employees, or contractors shall use, generate, store, treat, release, discharge, or dispose of Hazardous Materials (as defined below) in, on, under, or from the Premises.
- b. As used in this Agreement, the term "Hazardous Materials" shall include, but not be limited to, any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous, toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human health and safety or the environment or which are defined as such in, or regulated under, any Environmental Law. As used in this Agreement, the term "Environmental Law" means all federal, state, or local laws, rules or regulations (whether now existing or hereafter enacted or promulgated) and any judicial or administrative interpretation thereof, relating to the protection of human health, safety or the environment, including without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601 et seq.; Hazardous Materials Transportation Act, as amended, 49 U.S.C. Sec. 1802 et seq.; Resource Conservation and Recovery Act, 42 U.S.C. Sec 6903 et seq.; Massachusetts General Laws c. 21C (Massachusetts Hazardous Waste Management Act), Massachusetts General Laws c. 21E (Massachusetts Oil and Hazardous Material Release Prevention and Response Act), 310 CMR 30.000 (Hazardous Waste), and 310 CMR 40.000 (Massachusetts Contingency Plan).
- c. *De minimis* quantities of Hazardous Materials necessary for the routine cleaning or maintenance of the Licensee's equipment or other property (e.g., cleaning supplies) may be used by the Licensee, provided such use is in compliance with Environmental Law and all label or related instructions for use. With respect to the use of pesticides, herbicides, rodenticides authorized under the terms of this Agreement, such use is permitted provided it strictly follows all label and related instructions for their preparation and use as well as those related to the disposal of excess materials and containers. Where required by law, all uses or applications of such materials shall be performed by an individual or entity duly licensed to conduct such activities by the

Commonwealth of Massachusetts, the U.S. Environmental Protection Agency, and/or other applicable agency or entity.

- d. The Licensee agrees that DCR shall not be considered or listed as a generator for any Hazardous Materials or hazardous waste.
- e. The Licensee shall immediately report any release of Hazardous Materials in, on, under, or from the Premises, or any other condition that poses a threat to human health, safety or the environment, to the DCR Regional Director or their designee, as required by Environmental Law, to the appropriate authorities.

15. INDEMINIFICATION

- a. The Licensee 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 the Licensee's activities. The Licensee shall at no time be considered an agent or representative of DCR or the Commonwealth of Massachusetts. Neither DCR nor the Commonwealth of Massachusetts shall be liable for any costs incurred by the Licensee arising under this Agreement.
- b. The Licensee shall be responsible for the protection of its own assets and property and those of DCR. Neither DCR nor the Commonwealth of Massachusetts shall be responsible for property of the Licensee (or property leased by Licensee) or the property of the Licensee's contractors, agents, representatives, employees, guests and invitees.
- c. The Licensee shall be responsible for its actions and the actions of its contractors, agents, representatives, employees, licensees, guests, and invitees. The Licensee shall indemnify, defend, and hold harmless the Commonwealth of Massachusetts, including 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") arising out of any act, failure to act, or occupancy of the Premises and its appurtenances by the Licensee, 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 DCR or its employees.
- d. The Licensee further expressly agrees not to make any claims against the Commonwealth of Massachusetts 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 this Agreement or the occupancy or use of the Premises by Licensee, its contractors, agents, representatives, employees, licensees, guests and invitees, unless said claim solely arises out of the willful, wanton, or reckless conduct of DCR and its employees.
- e. The indemnification obligations set forth in this Agreement 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 Licensee, its officers, employees,

representatives, agents, contractors, subcontractors, servants, permittees, and invitees, or by any other person acting for or by permission of the Licensee. DCR shall have the right to review and approve how any claims against DCR in relation to this Agreement are defended, including settlement thereof.

- f. The obligations of the Licensee under this section shall survive the revocation, expiration, or termination of this Agreement.

16. INSURANCE

- a. At its own cost and expense, Licensee shall carry insurance at a minimum in the types and amounts described in this section of the Agreement:
 - i. General Commercial/Public /Products Liability Insurance. Licensee 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. Additional insurance. Licensee shall carry any additional insurance that is prudent considering the operations and obligations of Licensee (e.g. Motor Vehicle, Officers and Directors, Business Loss, Fraud, Vandalism, Comprehensive Crime, Garage Keepers, Maintenance and Cure, Flood, Wind, Hail, etc.)
 - iii. Licensee shall purchase and provide proof of additional endorsements that: 1) name the Commonwealth of Massachusetts and the Department of Conservation and Recreation as 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 Agreement:

Commonwealth of Massachusetts
Department of Conservation and Recreation
ATTN: Office of Long Term Permits and Leases
Re:
10 Park Plaza, Suite 6620
Boston, MA 02116
Tel: 617-626-1250

And electronic copy by email to:
dcr.permits@mass.gov

Certificates of Insurance must include a site reference. Failure to maintain policies of insurance as required under this Agreement for the entire term shall be deemed a material breach of Licensee's duties under this Agreement.

17. LICENSOR/LICENSEE RELATIONSHIP

- a. The relationship of the Licensee to the Commonwealth of Massachusetts and DCR is that of a licensee to a licensor. The Licensee acknowledges that this Agreement does not confer any rights in real property (*i.e.*, leasehold or easement) to the Licensee. Nothing herein contained shall create or be construed or implied as an agency relationship or legal partnership between the Licensee and DCR.
- b. The Licensee covenants that it will conduct itself consistent with such status, that the Licensee shall not hold itself out as nor claim to be an officer or employee of the Commonwealth or 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 Licensee may enter and use the Premises solely for the Authorized Uses. Any use of the Premises by the Licensee that is inconsistent with the terms herein shall be deemed a material breach of the Licensee's rights and obligations under this Agreement and shall constitute grounds for termination of this Agreement.

18. ACCESS

The Commonwealth of Massachusetts, DCR and its agents, employees, contractors, and other licensees, shall have full and unrestricted access to enter the Premises at all times to review the operations, inspect equipment, and control use of the Premises and to inspect the cleanliness and general upkeep and maintenance of the buildings and grounds.

19. ASSIGNMENT

The Licensee shall not assign, sublicense, transfer, or otherwise dispose of its management responsibilities or of any right, interest, or use of the Premises covered by this Agreement without the prior written consent of DCR, such consent to be within DCR's sole discretion. Any such disposition without the consent of DCR is void and shall constitute a material breach of this Agreement which shall be cause for termination of the Agreement by DCR.

20. MODIFICATIONS

The terms of this Agreement may not be modified, except in writing by mutual agreement signed by both Parties.

21. MERGER CLAUSE

The provisions of this Agreement and any exhibits 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 Agreement or any attachment are void and without effect.

22. ATTACHMENTS AND EXHIBITS

All attachments to this Agreement are hereby incorporated by reference and become part of this Agreement. Any failure to comply with the terms contained in any attachment constitutes a breach of this Agreement. In the event there is an irreconcilable conflict between the terms of this Agreement and those contained in any attachment, the terms contained in the Agreement shall supersede.

23. WAIVER

No waiver of any term, condition or covenant of this Agreement, 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.

24. FORCE MAJEURE

Neither Party shall be liable to perform its responsibilities under this Agreement when such failure is due to war, civil disturbance, insurrection, explosion, earthquake, flood, labor dispute, pandemic and/or other catastrophe (excluding financial hardships) beyond the control of the Parties ("Force Majeure Event"); provided, however, that each Party shall resume its responsibilities under this Agreement promptly upon the conclusion of the Force Majeure Event.

25. SEVERABILITY

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

26. NOTICE

Any notice given pertaining to this Agreement shall be sent in writing, by hand-delivery, first class mail, or by electronic mail (email transmission must include a delivery receipt) to the following representatives of the Parties unless otherwise provided herein:

If to DCR:	Long Term Permits and Leases, Director Department of Conservation and Recreation Massachusetts Transportation Building 10 Park Plaza, Suite 6620 Boston, MA 02116 Tel: 617-626-1250
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If to the DCR Regional Director:	Regional Director Department of Conservation and Recreation 740 South Street Pittsfield, MA 01201
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With a copy to:	General Counsel Department of Conservation and Recreation Massachusetts Transportation Building 10 Park Plaza, Suite 6620 Boston, MA 02116 Tel: 617-626-1250
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And electronic copy by email to:

If to Licensee:

27. TAXES

The Licensee shall be responsible for prompt payment of all applicable federal, state and local taxes and personal property taxes levied on the operations conducted or equipment used pursuant to this Agreement. Failure to make timely payment of taxes or other amounts due for which the Licensee is responsible shall be considered a material breach of this Agreement.

28. OWNERSHIP; CORPORATE STATUS

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

If the Licensee is acquired by a new or parent entity or is required by regulating authorities to assign this Agreement, the Licensee shall request consent from DCR as soon as possible to continue this Agreement.

29. MARKERS, MONUMENTS AND BARRIERS

The Licensee 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 Licensee shall give notice to the Regional Director immediately and take appropriate action to re-establish them in accordance with specifications of the town or county surveyor, or DCR, or any other authorized entity (e.g., Massachusetts Historical Commission).

30. TERMINATION

- a. Provided that the Licensee is not in default of any obligations hereunder and has paid all fees and sums due and payable to DCR, the Licensee may terminate this Agreement, without cause, upon sixty (60) calendar days' written notice to DCR.
- b. DCR may terminate this Agreement, without cause, upon sixty (60) calendar days' written notice to the Licensee.
- c. In the event the Licensee fails to comply with any term of this Agreement, such failure shall constitute a material breach and shall automatically suspend any further duty or performance on the part of DCR. This Agreement may then be terminated by DCR upon thirty (30) calendar days' notice in writing to Licensee. The Licensee may be granted the right to cure any condition causing a material breach by commencing efforts to cure such condition within seven (7) days of receipt of the termination notice. If the condition cannot be cured within thirty (30) days, the Licensee must provide written notice to DCR requesting additional time. The grant of additional time is within the sole discretion of the Licensor.

- d. On or before the expiration or termination of this Agreement, the Licensee shall cease all activities associated with this Agreement, and shall remove all personal property and equipment, without damage to the property of the Commonwealth, DCR or other third parties. Any personal property remaining on the Premises after such period may be deemed owned by DCR unless otherwise agreed to by the Licensee and DCR in writing.

31. GOVERNING LAW AND FORUM

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts without giving effect to principles of conflicts of law. Any actions arising out of this Agreement shall be filed in the Suffolk County Superior Court. Should it become necessary for DCR to enforce the terms of this Agreement in a court of competent jurisdiction, the Licensee shall pay the costs of such enforcement action, including all reasonable attorneys' fees of DCR.

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. This Agreement may be executed in counterparts, each of which when executed by the Parties shall be deemed to be an original.

DEPARTMENT OF CONSERVATION AND RECREATION	[Insert Name of Licensee]
_____ Nicole LaChapelle, Commissioner	_____ Date: _____

EXHIBITS

Exhibit A – Description of the Premises

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

10 Park Plaza, Suite 6620, Boston, MA 02116

Tel: 617-626-1250; ext 1392; E-Mail: raul.silva@mass.gov

Sean Casey, Director, Construction Access Permitting and Accident Recovery

Massachusetts Department of Conservation and Recreation

10 Park Plaza, Suite 6620, Boston, MA 02116

Tel: 617-626-1444; E-mail: 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.

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.

This 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 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 License (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 License Agreement with DCR in substantially the same form as the draft License 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 License 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 License 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 Proposer must submit their proposal in good faith and without collusion or fraud with any other *unrevealed* person or entity.
- j. **Proposal Documents - Confidentiality/Public Records** 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. 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.