

Commonwealth Of Massachusetts
 Department of Conservation and Recreation
 Request for Proposals for
 Winter Recreation Cross Country Skiing
 At Great Brook Farm State Park, Carlisle, MA
 RFP# DCR 2026-300

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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, and all other applicable and enabling powers, is offering the opportunity to qualified individuals, corporations or business entities, whether for-profit or non-profit (hereinafter “Proposer,” or “Permittee”) to operate, manage and maintain winter recreational activity programs including cross-country skiing and related equipment rentals, (hereinafter the “Premises”), under a non-exclusive special use Permit, a revocable license, as set forth in this Request For Proposals (“RFP”).

The successful Permittee shall, at a minimum, provide an organized, accountable, efficient, safe, clean and professionally staffed and maintained cross country ski operation for the general public during a minimum operating season of December through March each year, commencing upon receipt of a fully executed Permit, and submission of all required items to DCR (insurance, first year permit fee, etc.). The term for the permitted use authorized herein shall be for a period of five (5) consecutive winter seasons commencing prior to the 2026-2027 winter season and automatically expiring at the conclusion of the winter 2030-2031 season, unless terminated earlier under the terms herein.

If any snacks or beverages are offered by the proposers DCR is committed to offering high-quality and accessible recreation opportunities to Premises visitors, including healthy food and drink options, by Permittee concessions, to enhance the experience of visitors and to promote healthy lifestyles. DCR will evaluate the number, percentage, and variety of healthy food and drink options in each proposal and will consider a greater amount as advantageous to the proposer. This RFP also reflects DCR’s obligation to Premises visitors and to the Commonwealth that concession operations under the awarded permit will provide good value and high quality at all times.

There is a minimum permit fee of 2% of all the Gross Revenue (subject but not limited to ticket sales, memberships, contracts with ski schools and outside vendors, rental of ski equipment, etc.) the minimum payment to DCR shall be Six Thousand (\$7,000.00) Dollars per season due by the proposer to DCR regardless of if 2% of gross revenue equals less than \$7,000.00. The term for the use authorized under the special use permit will be for a period of five (5) consecutive seasons commencing in 2026-2027 season, and automatically expiring at the conclusion of the winter season at the end of the agreed upon term. A season is defined as minimum December 1st to March 31st. Operation will be from dawn till dusk. Programming proposed under this RFP should not consider the location as an exclusive use permit. DCR will allow other groups and persons to seek Recreational Use or Special Event permits at this location. Permittee will be responsible for its porta potty rental, trash, metering and payment for electricity and water usage.

DCR is committed to ensuring that permitted concessions enhance the experience of park visitors and promote healthy lifestyles. Responses to this aspect of this RFP should also reflect

consideration and obligation to all types of park visitors that products or services sold under the awarded permits will be of good value and high quality (safe, attractive, healthy, and reflect a range of prices points) at all times. DCR will, as applicable, evaluate the number, percentage, and variety of healthy food and drink options in each proposal.

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 best interest. The decision of the evaluation panel and the Commissioner of DCR is final. No costs of responding to this RFP or any addenda or other documents or attendance at meetings in connection with this RFP shall be reimbursed by DCR.

A. Proposal Process

Overview

A Site Visit prior to submission of a proposal is mandatory. Proposers' questions must be submitted in writing. Answers to the questions will be posted on the DCR Website and e-mailed to the DCR interested parties list (to sign up for the DCR interested parties list please send a request to dcr.permits@mass.gov). Interviews of proposers may be held by DCR staff. Proposals received will be evaluated by a panel of DCR staff. The panel will recommend acceptance of a proposal by the Commissioner based upon the results of its evaluation of competitive and qualifying proposals. When the successful proposer has been chosen, a recommendation to the Commissioner of DCR will be made.

Site Visits

A visit to the Premises is Mandatory for each Proposer during the proposal period. Individual Proposers should arrange visit times with local DCR Staff (see contact information below). All Proposers must prove and certify that they have visited the site by obtaining and submitting with their proposal a signature on the sign off as shown in Section VI herein. All proposals shall be deemed to be made with full knowledge and understanding of the existing Premises conditions. Proposal Site Visits must be completed before questions are due.

<p>Great Brook Farm State Park 984 Lowell Street Carlisle, MA 01741 Park Office: 617-366-6103</p>	<p>John Aziz Forest and Park Supervisor III Great Brook Farm State Park Dept. of Conservation and RecreationCell (978)369-6312 John.Aziz@mass.gov</p>
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Questions During the Proposal Period

All Proposer questions must be submitted in writing. Written questions are limited to four (4) total per each proposer and must be received by as listed in below in the Proposal Schedule, and sent to:

dcr.permits@mass.gov

Inquiries not received by said deadline will not be answered. These questions and answers will be posted on or before the date listed below in the Proposal Schedule. No answers to substantive questions will be provided in person or by telephone.

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. Interviews may be held by teleconference (via phone and/or internet) but in-person is preferred. The purpose of any interview 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.

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.

Mandatory Terms and Conditions; Permit Issuance

To commence operations, the Permittee must receive and sign a duly issued Permit. DCR will draft and the parties will execute a permit agreement. All provisions, conditions and terms in this RFP are obligatory and enforceable during the permit drafting process.

Permit Compliance and Performance

The DCR will periodically review the performance of the Permittee to ensure permit compliance. If the Permittee is found to be noncompliant with any term or condition, the DCR may suspend operations and/or terminate the agreement.

RFP Proposal Schedule

Proposers are encouraged to <i>frequently</i> (daily, weekly) check the DCR web page for this RFP for any amendments, answers to questions, and any changes to the RFP documents This schedule is subject to change.	
Site Visits must be completed by	By March 31, 2026
Written and e-mail questions must be received	March 10, 2026
Answers to written questions will be posted	March 17, 2026
Proposal packages due at DCR Office	By 4 p.m. April 10, 2026
Interviews, if any, will be held	<i>TBD</i>
Evaluation and Approval	<i>TBD</i>

Proposal Documents - Confidentiality/Public Records

Any information provided to the DCR in any proposal or other written or oral communication

between the Proposer and the DCR will not be, or deemed to have been, proprietary or confidential, although the DCR will use reasonable efforts not to disclose such information to persons who are not employees of, or consultants retained by, the Commonwealth or DCR, except as may be required by M.G.L. c. 66. Any items that Proposers consider proprietary, personal, or confidential should be clearly marked as such within the proposal.

Conflict of Interest

Any Proposer that is currently providing goods or services to the DCR as a vendor, consultant, contractor or subcontractor, or in any other capacity, should disclose all projects or contracts that the Proposer is performing for or entered into with the DCR, 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.

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.

II. Description of the Premises and Applicable Information

Great Brook Farm State Park is an important conservation and recreation area in the Concord-Chelmsford-Lowell area serving tens of thousands of visitors each year. A high quality cross country ski operation provides a unique opportunity to enjoy the park's trails and environment when snow conditions allow. At the same time, DCR seeks to provide its non-skiing Great Brook Farm visitors with valuable recreation opportunities, including walking/hiking, bird-watching, etc., throughout the Permittee's Operating Season and beyond. The Permittee's management and operation responsibilities shall recognize the overall recreational context for this public resource, shall strive to create a welcoming atmosphere for all park visitors, and to minimize conflicts between different categories of recreational users.

The cross country ski concession facility is operated out of an approximate 1875 square foot barn (not related to the on-site dairy farm) at the Great Brook Farm State Park, located on Lowell Road, Carlisle, Massachusetts, just north of the old school house building which houses the DCR park office. The parking lot directly abutting the Barn is 39,000 s.f. (approx.) and the overflow parking lot is 87,000 s.f. (approx.) located alongside and behind the old schoolhouse. In addition, there is overflow parking at the lot near the dairy farm which should be utilized by Permittee. The concession facility and cross-country trails within the Great Brook Farm State Park are hereinafter referred to as the "Premises". Proposers should view and be knowledgeable of the Premises.

Photos are attached to this RFP.

Proposers will be required to assess their need for equipment as well as the proper storage and removal of such equipment considering other uses and users of the park and buildings. Proposers should consider the security of such equipment. DCR will not be responsible for damaged or

stolen equipment.

The Permittee shall comply with all reasonable requests of authorized DCR staff concerning operations including but not limited to set up/take down, audience control, access by delivery or other vehicles, placement of DCR equipment for DCR's operation, onsite storage, and trash receptacle placement emptying, overall appearance of the location, type of events, and cleanliness. All proposals shall be deemed to be made with full knowledge and understanding of the existing Premises condition.

ALL PROPOSERS ARE HEREBY NOTIFIED THAT WEATHER MAY ADVERSELY AFFECT THE NUMBER OF VISITORS TO THE PREMISES. CONSEQUENTLY, THE DCR WILL NOT ISSUE ABATEMENTS OF AGREED UPON FEES TO DCR FOR DIMINUTIONS IN BUSINESS INCOME BECAUSE OF WEATHER, SECURITY REQUIREMENTS, COMPETITION, OR ANY EVENT OR CIRCUMSTANCE NOT IN THE CONTROL OF DCR.

III. SUBMISSION REQUIREMENTS FOR PROPOSAL

All proposers must submit a Proposal Submission form attached to this RFP, 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. Mandates
- B. Description of Entity and Related Experience;
- C. Description of Services to be Provided;
- D. Financial, Rate and Budget Information
- E. Compensation to DCR

A. Mandates

1. Tax/Service Related Documents:
 - o Completed and signed Certificate of Compliance with State Tax Laws and with Unemployment Compensation Contribution Requirements (attached to this RFP, Attachment B) and
2. Any related and necessary permits, licenses or approvals (food service, operator's licenses).
3. Completed and signed Version **2009** Commonwealth W-9 Form (attached at the end of this document as Attachment C); and
4. Documentation from an insurance company or properly licensed broker, authorized to conduct business within the Commonwealth, specifying that the Proposer is qualified to meet and obtain the insurance requirements specified herein (see the requirements in Section 15 of the attached Draft Permit) and any other specialized insurance; and
5. Experience information: (1-5 years required within the last 5 years) and list of proposals, bids or contracts to provide the same or similar services to the public, any municipality, state or other private entity currently or within the past five (5) years; experience of staff including administrative, concession and vessel staff; and

6. Proof and acknowledgement of a Site Visit and completion of the Proposal Submission Form attached to this RFP; and.
7. Compensation proposed to the Commonwealth as detailed in Section E below.

In order to evaluate proposals for their full value and to maximize points awarded (as described in the Rule for Award in Section V below) Proposers should provide information responsive to the sub-sections below. Proposers will be evaluated on the quality of the information provided in the following sections. Any missing mandates information may result in the disqualification of the proposal.

B. Description of Entity and Related Experience

1. A Complete written description and history of the business entity. Include proposer's company experience with this type of property or operation.
2. Proposer must show that it has used, operated, maintained or managed a concession such as the Premises for one (1) or more years within the last five (5) years. This may include additional information such as a detailed list of any current or past contracts for related or similar operations, work or contracts with any private, municipal or state entity within the last five (5) years. Please include years of service, basic contact information for the owner of the property, or entity accepting service, and estimated contract value.
3. Resumes of all principals and managers. DCR is looking for principals and managers that have demonstrated proof of experience of at least three (3) years in the operation and management of this type of property.
4. A list of the names and addresses of all principals or Managers who have more than a one (1%) percent financial interest in the business entity.
5. 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.
6. Proposer must provide a list and explanation of job descriptions for all anticipated operating personnel; a list of proposed staff at this location; and include experience and history of staff with the company. No names of actual staff are required at this time.
7. Credit, contacts, relationship with suppliers - Proposer must show it has sufficient equipment and/or contracts to obtain and maintain all the equipment on the entire Premises.
8. Accounting Plan/assistance - Proposer must show that it has reliable and professional accounting support either internally or externally, which could include an auditable Point of Sale payment tracking system. Correspondence from an entity's accountant, CPA, or bookkeeping company may be sufficient to show such support.
9. Legal issues - Proposer must list any lawsuits, administrative hearings, or other legal proceedings for or related to its business or its management of similar contracts or properties in which proposer has been either a party or participant within the last five (5) years and include resolution information.

10. Outstanding liabilities – Proposer may not have any outstanding payments due to the Commonwealth, and must demonstrate a good payment history of prior dealings with the Commonwealth.

Any of the above information that contains personally identifiable information (name address, telephone or social security number), or confidential or proprietary information of a third party should be clearly marked as such and provided separately if possible.

C. Description of Services to Be Provided

1. A written description of the services to be offered, including price lists, planned events (classes or instruction programs, ski school partnerships and/or expected contracts, tours, related activity offerings, if any).
2. A written description of the overall vision of the ski concession and how it will enhance the visitors' experience. Include brochures, photographs, drawings or renderings showing the park, any interior or exterior plans and facilities on the Premises, if any.
3. An operating schedule, including the hours, days, weeks and months of operation, satisfying at least the minimum Operating Season and schedule as described herein.
4. A description of the Proposer's detailed, comprehensive and auditable cash management plan.
5. A description of the Proposer's plan of trail maintenance pre- and post-season. Post season, Permittee will be responsible to seed overflow parking lot within 30 days of the end of the season. Proposer is responsible for proper snow plowing.
6. Note that proposed maintenance (tree/branch trimming, grooming plans, etc. must be pre-approved by DCR staff).
7. Proposer's plans for marketing, signage, and coupon or discount programs, if any.
8. A description of any special community partnerships, outreach or accessibility programming.
9. Hours of operation and staffing plan if not already provided in Section IV A.
10. Permittee shall be responsible for utilities.
11. Permittee will be responsible for fully staffing their operation including parking staff. Denote during high traffic times how your operation will be staffed and will execute seamless parking and traffic flow.
12. Permittee shall be required to plow snowfall in excess of 1 inch and list the planned equipment to be used in order to plow during the winter. Said equipment must be reliable and adequate to perform its duties.
13. Permittee will be required to rent their own porta potties for operation. This includes a minimum of (5) two male, two female and one for disabled persons. This should be included in your proposal as well as in the budget and financial information.

Proposer should list what food and/or beverages are provided for sale i.e. water, granola bars, hot chocolate, etc.

D. Financial and Budget Information

1. Proposed budget, including operating costs (including, but not limited to, itemization of costs for expenses, labor and materials).
2. Written documentation evidencing positive and timely payment history from contractual relationships for the previous two (2) calendar years. Said written evidence must be from a qualified and competent payee as well as a responsible and responsive payee.

E. Compensation to the Commonwealth

1. There is a minimum proposal permit fee of 2% of all the Gross Revenue (subject but not limited to ticket sales, memberships, contracts with ski schools and outside vendors, rental of ski equipment, etc.) the minimum payment to DCR shall be Seven Thousand (\$7,000.00) Dollars per season due by the proposer to DCR regardless of if 2% of gross revenue equals less than \$7,000.00.
2. Proposals which do not meet any minimum compensation amount will automatically be disqualified and rejected; however, do not overestimate the amount of revenue to be generated and the share payable to DCR.

DCR will select the responsive and responsible Permittee submitting the most advantageous proposal, 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 assist DCR evaluators in reviewing comparative criteria among the proposals.

The minimum number of points which are acceptable out of the possible one hundred (100) points is sixty-five (65) points. The selected winning proposer must earn no less than sixty-five (65) points. Qualifications and point ranges are detailed below:

Mandates	Per Section III A above	NO POINTS; All Items must be Provided
Other Criteria		Range of Points
Description of Entity and Experience	Per Section III B above	0-20
Description of Services	Per Section III C above	0-35
Financial, Rate and Budget Information	Per Section III D above	0-10
Compensation	Per Section III E above	0-35
Interviews	Per Section I above	NO POINTS
<i>Total Possible Points</i>		100

IV. Submission Checklist

PROPOSALS MUST BE RECEIVED Via E-mail NO LATER THAN:
4:00 P.M. ON April 10, 2026

All Proposals must be delivered electronically to dcr.permits@mass.gov

Tips and Reminders:

- Proposers must submit one (1) signed original copy of their proposal via PDF to dcr.permits@mass.gov. Be sure that the PDF contains a full complete copy of the proposal and is the same as the original and includes all required items. Be sure to include a completed Proposal Submission Form. Make sure all words and numbers match.
- All proposals shall be clearly labeled with “**RFP # DCR 2026 300**” and include a return name, address, and e-mail or phone number. Please include a signed cover letter *inside* the Proposal detailing: contact name, organization mailing address, all telephone number(s), and email address(es) and a list of contents.
- No special preference will be given to proposals received early. No late submissions will be considered. Proposers should check the DCR website site frequently (i.e., multiple times until an award notice is posted) for amendments, answers to questions, updates and schedule changes.

ATTACHMENTS TO THE RFP:

- **Attachment A – Premises Maps and Info**
- **Attachment B – Certificate Of Tax Compliance**
- **Attachment C -- 2009 Mass Substitute Form W-9**
- **Attachment D – Proposal Submission Form – Site Visit Verification**
- **Attachment E – Draft Permit including Mandatory Terms and Conditions**

ATTACHMENT A - Premises Maps, Photos



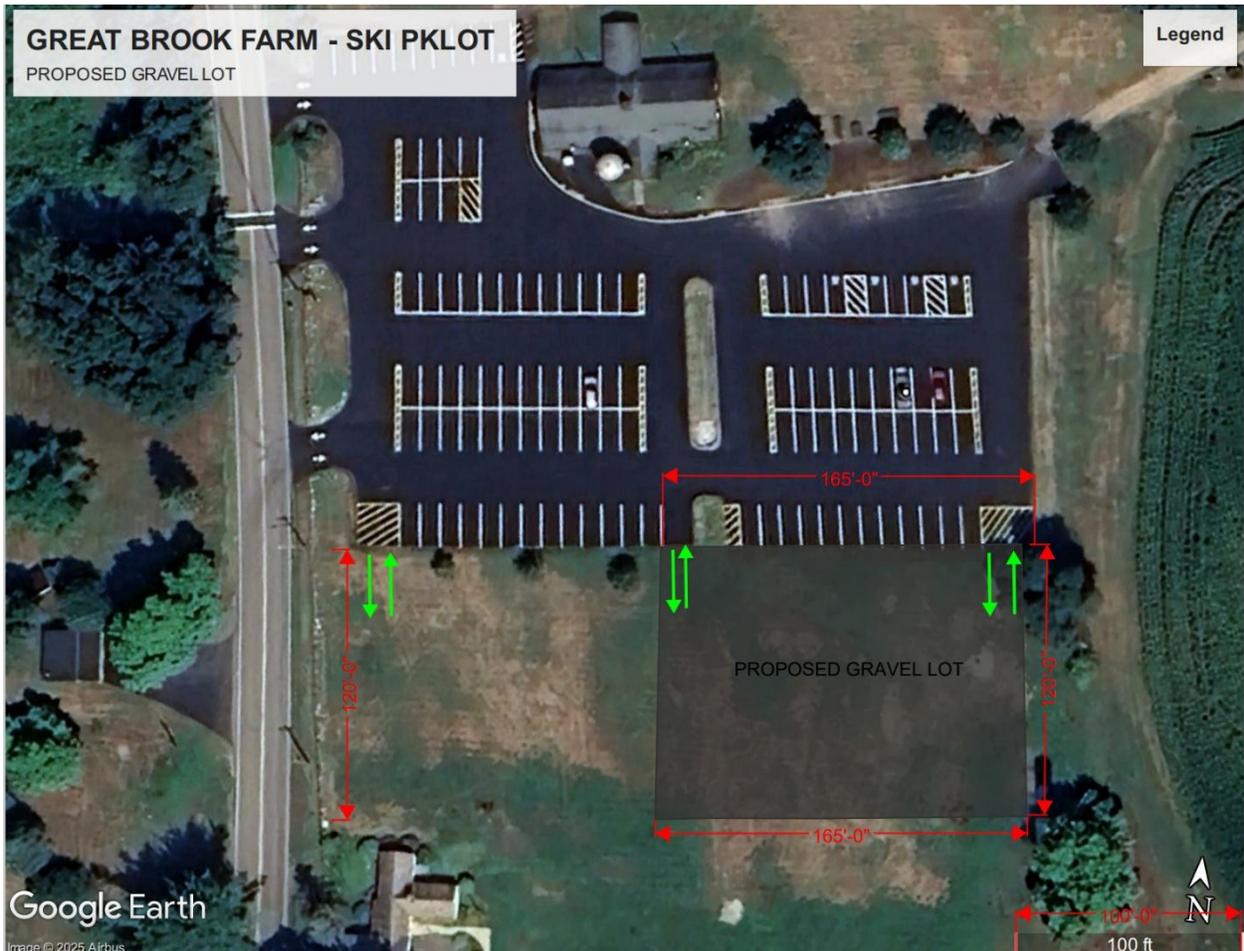
Picture-Hart Barn Inside



Picture-Hart Barn Inside



Picture-Hart Barn



Picture-Parking lot and Proposed gravel Parking Lot



Picture-Overflow Parking Lot-Located by Great Brook Farm



Picture-Great Brook Ski Parking Areas

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 - MASSACHUSETTS FORM W-9

See Attachment

ATTACHMENT D - Proposal Submission Form

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
REQUEST FOR PROPOSALS
Winter Recreation and Cross-Country Skiing
At Great Brook Farm State Park, Carlisle, Ma
RFP# DCR 2026 300**

PROPOSAL SUBMISSION FORM

TO: Department of Conservation and Recreation
c/o Office of Long Term Permits & Leases
251 Causeway St., Ste. 600, Boston, MA 02114-2119

I, _____ (Proposer) acknowledge receipt of the DCR's Request for Proposals for Request for Proposals for operation of boat tour related concessions at the Great Brook Farm State Park, Carlisle, MA, and submit the following proposal in response thereto:

A. Proposal Format

<i>Operating Year</i>	<i>Proposal Amount (minimum 2% of gross sales or \$7,000 per season whichever is larger)</i>
2026-2027	
2027-2028	
2028-2029	
2029-2030	
2030-2031	

Any additional consideration, requirements, improvements during permitted term to be considered?

C. 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.
- 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 and disseminated to all Proposers on the DCR Website. Any questions about the proposal must be submitted in writing prior to the scheduled deadline in the RFP as amended in any notice or on the DCR website for this RFP. Only questions, which in DCR's sole judgment materially affect the RFP, will be clarified in writing by DCR and posted to DCR Website and/or with copies sent to all Proposers. 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 each 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 Agreement commencement date, the sole basis for the right to operate the Premises as specified in this RFP is by award of the 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.

- j. 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:

A. 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 INSPECTION VERIFICATION

I _____, Proposer, visited the Premises site on _____, 2026.

DCR Staff: _____
Name Signature

Title: _____ Time/Date: _____

WHEREAS, 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 and 304 of the Code of Massachusetts Regulations and all other powers enabling, as applicable; and

WHEREAS, the Facility listed above and the area described in Exhibit A, attached hereto (hereinafter the “Premises”), is in the care, custody and control of DCR; and

WHEREAS, the Permittee desires to use the Premises for mobile food and/or beverage concessions; and

NOW, THEREFORE, DCR hereby grants to the Permittee non-exclusive use of the Premises for such concession purposes subject to the following terms and conditions:

1. OPERATING SEASON

2. The Permittee shall operate on the Premises _____ (the “Operating Season”). The Permittee may change this schedule due to inclement weather.

b. DCR may schedule events on or near the Premises during the Operating Season. The sponsors of DCR events and/or special event personnel may offer concessions or samples during such events. The Permittee shall accommodate such events.

2. PROGRAMMING, PRODUCTS & SERVICES; PRICING

a. The Permittee shall provide to DCR’s Office of Long Term Permits and Leases (“LTPL”) 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, including rate sheets by May 1 each season.

b. DCR shall have the right to object to products or the character of services or a particular scope of deliverance. If the Permittee wishes to provide any new products, service or new particular scope or type of deliverance, it shall submit a written request for prior approval from LTPL. In approving or denying said request, DCR shall take into consideration the public interest.

c. The sale, distribution, advertisement, or display of cigarettes, cannabis and other tobacco-related products or gambling or lottery games or tickets on the Premises is prohibited.

d. The Permittee shall recognize the interest of DCR in assuring that consistently high-quality services and merchandize are available to the public at reasonable prices. Pricing shall not exceed average market prices for like goods and services and is subject to the approval and oversight of DCR.

e. 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 LTPL for prior approval. The Permittee shall post notice of any changes to fees, rates, charges, and discounts for patrons and provide LTPL with such information prior to instituting new fees, rates, or charges.

- f. The Permittee shall only use environmentally compatible, biodegradable serving products. The Permittee shall not serve, sell or distribute items that cause undue litter.
- g. Consistent with Massachusetts Executive Order No. 619, DCR encourages the Permittee to consider practices that will reduce the use of single-use plastic bottles such as the sale of beverages in environmentally preferable packaging (i.e., paper cartons or aluminum cans). See Exhibit B.
- h. Serving counters shall not be used for the open display of food and other products (excluding napkins, condiments, salt and pepper) and shall be kept clear and clean. All condiments shall be in sealed, sanitary containers appropriate for the park environment. All condiments and paper products shall be designed and secured so as to reduce trash (recyclable).
- i. No public address system amplified sound or signs, or amusement, video, electronic or coin-operated games or machines shall be permitted on the Premises without the prior approval of DCR.
- j. The Permittee shall not utilize public address systems or amplified sounds which are excessively loud or frequent. DCR reserves the right to direct the Permittee to lower or set off its sound less frequently. DCR has final approval of any sounds used on the Premises.
- k. Electrical outlets shall not be overloaded and shall have surge and overload protectors; energy efficient appliances and green products should be considered and used where possible. Cleaning products should be approved for use by applicable health and environmental authorities and cleaning products should have proper labeling and safety emergency information nearby for employee use.
- 3. PERMITTEE EMPLOYEES**
- a. The Permittee shall hire qualified, competent employees, in sufficient numbers to provide an efficient service to the public. The Permittee shall be responsible for all respective employee-related issues and compliance of employees with all safety procedures, requirements of applicable authorities and DCR park rules and regulations.
- b. All employees shall wear identifiable uniforms or articles of clothing and carry approved company identification to exhibit to the DCR Park Supervisor and members of the public.
- c. The Permittee shall keep up to date lists of all employees for each operating season.
- d. The Permittee shall provide the DCR Park Supervisor with multiple working cellular telephone contact numbers for the Permittee's authorized managers and staff. The Permittee shall notify LTPL of any changes in contact information.
- 4. 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 DCR, its officers, employees, or agents with respect to these conditions. The Permittee expressly agrees that DCR has no obligation to make any alterations, repairs, additions, or improvements to the Premises, except as noted herein.
- b. Other than required major repairs for occupancy by the Massachusetts Department of Public Safety or local building inspectors, the Permittee expressly agrees that DCR has no obligation to make any maintenance, alterations or repairs. Any required repairs are subject to funding.
- c. The Permittee shall be responsible for all cleaning litter pick up, off-site trash removal within a reasonable radius of the Premises as determined by the DCR Park 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 to the reasonable satisfaction of the DCR Park 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 at any time without prior notice.

5. UTILITIES

- a. The Permittee shall be responsible for all costs of water, sewage, electricity, fuel, oil, telephone, or any other utility used and consumed in connection with its operation at the Premises, as applicable. Once invoices are received for the consumption of utilities, the Permittee shall make prompt payment to the provider of said utilities.
- b. In the event utility service is discontinued by a utility service provider and said disconnection adversely affects the operations on the Premises or the adjacent park, DCR shall have the right to terminate this Permit forthwith and, to the extent such utility disconnection was caused by the Permittee, DCR may seek remedies in accordance with this Permit or as otherwise provided by law.

6. EQUIPMENT MAINTENANCE AND REPAIR

- a. All equipment and vehicles used by the Permittee on the Premises 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, who shall bear all costs related to such repairs.
- b. Any damage to any structure on the Premises or surrounding area caused by the Permittee shall be repaired to a condition satisfactory to DCR at the Permittee's sole expense.
- c. Vending machines shall not be allowed on the Premises without written approval from LTPL and all agreements between the Permittee and any vending machine operator will be provided to LTPL. If allowed, the vending machines 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.

7. ADVERTISING; MARKETING

a. The Permittee shall provide LTPL with all branding, marketing, and advertising items, materials and displays directly related to the activities authorized herein at least two weeks prior to their publication.

b. The Permittee, in its advertisements, signs, circulars, brochures, letterheads, and like materials, as well as oral representations, shall not misrepresent in any respect the facilities provided or the status or the conditions of the Premises. The Permittee shall make apparent in any brochures and advertising regarding use and management of the area and facilities that the Premises constitute Commonwealth parklands under the care and control of DCR. DCR retains the right to refer to the facilities within the Premises in any advertising or promotional activity of its own.

c. The Permittee shall at its sole expense post the names and prices for any products sold on the Premises on printed signs. Handwritten signs shall be kept to a minimum and used solely for specials or daily changeable notices.

d. The Permittee shall withdraw any advertising or desist from any promotional activity, as directed by DCR, should DCR determine that such advertising or promotional activity is inappropriate.

8. ACCOUNTING AND FINANCIAL INFORMATION

The Permittee shall make its accounting books and supporting records of its business activities, relating to licensed activities on the Premises, available for analysis and duplication by representatives of DCR or Commonwealth agencies authorized to review DCR activities upon request by DCR's CFO or the Manager of LTPL. DCR will provide reasonable notice to the Permittee when possible.

9. COMPLIANCE WITH LAWS

a. At its sole expense, the Permittee shall comply with and conform to all applicable federal, state, local and other governmental laws, rules, regulations, ordinances, orders, and policies affecting the Premises and the Permittee's activities thereon and shall cause its employees, contractors, and agents to do the same. The Permittee shall not do anything to cause DCR to be in violation of any applicable federal, state, local and other governmental laws, rules, regulations, orders, or policies.

b. The Permittee shall arrange for inspections by utilities engineers, building inspectors and others as may be required.

c. The Permittee shall be solely responsible for obtaining all permits and licenses required to operate and undertake the activities authorized herein.

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

10. EMERGENCIES

The Permittee shall make and preserve records of all accidents and emergencies on the Premises where law enforcement or emergency medical technicians are involved and shall promptly report such incidents to the DCR Park Supervisor.

11. HAZARDOUS SUBSTANCES; REPORTING SYSTEM

a. Neither the Permittee, nor any of its agents, employees, or contractors shall use, generate, release, discharge, or dispose of hazardous materials including but not limited to oil, cleansers, pesticides, gas, or contaminated food or other items.

b. “Hazardous materials” shall include, but not be limited to, substances defined as “hazardous materials,” “oil,” “hazardous substances,” “hazardous waste,” “toxic substances,” “pollutants,” or “contaminants” in 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.; and Resource Conservation and Recovery Act, 42 U.S.C. Sec 6903 et seq.; Massachusetts General Laws c. 21E, and all applicable federal and Massachusetts laws now or hereafter enacted and all other regulations and policies adopted or publications promulgated thereunder. The Permittee agrees that DCR shall not be considered or listed as a generator for any hazardous waste.

c. 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. Label instructions shall be strictly followed in the preparation and application of pesticides and other hazardous substances and the disposal of excess materials and containers. All uses or applications of such materials shall be duly licensed by the Commonwealth and EPA and any other applicable agency or entity.

d. The Permittee shall immediately report any release of hazardous materials or any condition that poses a threat to human health and safety or to the environment to the DCR Park Supervisor and LTPL and, as required, to the appropriate authorities (i.e., Mass Department of Environmental Protection, etc.). For further information see <https://www.mass.gov/regulations/310-CMR-30000-massachusetts-hazardous-waste-regulations> and <https://www.mass.gov/toxics-chemicals-permitting-reporting>.

12. INDEMINIFICATION

a. The Permittee shall assume all risk in connection with 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 Permittee’s activities. The Permittee shall at no time be considered an agent or representative of 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 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 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 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 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 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. 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. 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. Additional insurance. Permittee should carry any additional insurance that is prudent considering the operation and obligations of Permittee (e.g., Motor Vehicle, Officers and Directors, Business Loss, Fraud, Vandalism, Comprehensive Crime, Garage Keepers, Maintenance and Cure, Flood, Wind, Hail, etc.)

iii. Permittee shall 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:

Commonwealth of Massachusetts
Department of Conservation and Recreation
ATTN: Long Term Permits and Leases
Re:
State Transportation Building
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 said policies of insurance for the entire Term shall be deemed a material breach of Permittee's duties under this Permit.

14. PERMITTEE IS A LICENSEE

- a. The relationship of the Permittee to the Commonwealth of Massachusetts and 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 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 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.

15. ACCESS

The Commonwealth, 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.

16. ASSIGNMENT

The Permittee 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 Permit without the prior written consent of DCR. Any such disposition without the consent of DCR is void and shall constitute a material breach of this Permit which shall be cause for termination of the Permit by DCR.

17. MODIFICATIONS

The terms of this Permit may not be modified, except in writing by mutual agreement of and signed by both parties.

18. MERGER CLAUSE

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

19. ATTACHMENTS AND EXHIBITS

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

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 MAJEURE

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. 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.

23. NOTICE

Any notice given pertaining to this Permit 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

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

And electronic copy by email to:

dcr.permits@mass.gov

If to Permittee:

With a copy to:

24. TAXES

The Permittee shall be responsible for prompt payment of all applicable federal, state, and local taxes, 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 the Permittee is responsible shall be considered a material breach of this Permit.

25. OWNERSHIP; CORPORATE STATUS

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

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

26. 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 the DCR Park Supervisor and LTPL 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).

27. TERMINATION

a. Provided that the Permittee is not in default of any obligations hereunder and has paid all fees and sums due and payable to DCR, the Permittee may terminate this Permit, without cause, upon sixty (60) calendar days' written notice to DCR.

b. DCR may terminate this Permit, without cause, upon sixty (60) calendar days' written notice to the Permittee.

c. 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 or performance on the part of DCR. This Permit may then be terminated by DCR upon thirty (30) calendar days' notice in writing to Permittee.

d. The Permittee 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 notice. If the condition cannot be cured within thirty (30) 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.

e. On or before the termination date of this Permit, the Permittee shall cease all activities associated with this Permit, and shall remove all personal property, without damage to the property of the Commonwealth, DCR or other permittees. Any personal property remaining on the Premises after such period may be deemed owned by DCR unless otherwise agreed to by the Permittee and DCR in writing.

28. REMOVAL OF PERSONAL PROPERTY UPON EXPIRATION

On or before the expiration date of this Permit, including any extensions thereof, the Permittee, at its sole cost and expense, shall removal all personal property, without damage to the property of the Commonwealth, DCR, or other permittees. Any personal property remaining on the Premises after the expiration date may be deemed owned by DCR unless otherwise agreed to by the Permittee and DCR in writing.

29. FORUM

Any actions arising out of this Permit shall be governed by the laws of and submitted to the Courts of the Commonwealth of Massachusetts without regard to 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.

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

<p>DEPARTMENT OF CONSERVATION AND RECREATION</p>	<p>[permittee]</p>
<p>Nicole LaChapelle, Commissioner</p> <p>Date: _____</p>	<p>[name]</p> <p>Date: _____</p>