

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSERVATION AND RECREATION
REQUEST FOR PROPOSALS FOR
MOBILE FOOD CONCESSIONS – MULTIPLE LOCATIONS
RFP # DCR 2026 600**

PROPOSAL SUBMISSION FORM

TO: Via e-mail to dcr.permits@mass.gov
ATTN: Office of Long-Term Leases and Permits

A. PROPOSER, SITES AND PAYMENTS TO DCR– FILL IN THE BOXES

I, _____ (Proposer) acknowledge receipt of the DCR's Request for Proposals for a mobile food and beverage (no alcohol) concession permit and submit an offer(s) for use of the following park(s) at the times and for the fees listed below:

Location (park name, street address)	Times of Operation	Proposed fee to DCR – per year

B. SITE VISIT VERIFICATION- GET THIS SIGNED BY DCR STAFF

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 the park(s) site on _____, 2026.
DCR Staff: _____

If you are proposing for more than one site, you must get a signature from each Park Staff or visit the Office of Long Term Permits and Leases at 10 Park Plaza, Suite 6620, Boston between 10a.m.-3p.m. during the week.

C. MANDATES – YOU MUST HAVE THESE FILLED OUT TO SEND WITH THIS FORM

- ☐ Proof of current Serve–Safe certification and Allergen training;
- ☐ Certificate of Compliance with State Tax Laws and with Unemployment Compensation Contribution Requirements (attached at the end of this document);
- ☐ 2009 Commonwealth W-9 Form (attached at the end of this document).
- ☐ Letter from agent or certificate of insurance (not the whole policy) showing you can obtain or already have insurance listed in part E below.
- ☐ Any other contracts like this? List them, value, who with, contact info for reference.
- ☐ Site Visit Verification for each park you want to operate within.
- ☐ Describe your food, menu and prices
 - healthy food options important
 - at pools can you offer swim diapers?
- ☐ Planned hours of attendance, visits, and staffing any or each location.
- ☐ Business/credit references (unrelated people)– with contact information.

D. ACKNOWLEDGEMENTS AND CONDITIONS- (SIGN THIS)

- a. The Proposer acknowledges that it has received and read the RFP and other attachments to the RFP including the draft Permit Agreement, and the terms thereof are incorporated by reference in its Proposal.
- b. 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. This offer shall be held firm and open for a period of one (1) year, effective beginning the date proposals are opened. If you are a corporation or LLC, add proof of authority to make this Proposal. Any costs or expenses incurred in the development of a proposal in response to this RFP will be borne entirely by the Proposer.
- d. PROPOSER CAN ONLY OPERATE ON DCR PROPERTY WITH A FULLY SIGNED PERMIT AGREEMENT and PLACARD issued by DCR Office of Long Term Permits and Leases. If you are not issued any of these documents you are not authorized to operate at DCR parks.
- e. ANY QUESTIONS ABOUT THE RFP MUST BE SENT IN WRITING TO DCR.PERMITS@STATE.MA.US. Only written answers from the DCR Office of Long Term Permits and Leases are official reliable answers.
- f. The information provided in this RFP and any subsequent addenda or related documents are 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. **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.
- h. The Proposer acknowledges that it has read, understood, and agrees to be bound by, all of the foregoing terms and conditions set forth in the RFP and any amendments, in its entirety.

Name of Business

Signature of individual submitting proposal

Date _____

E. INSURANCE REQUIREMENTS - (Give this to your insurance agent; have agent call DCR Office of Long Term Permits and Leases if there are any questions)

You must obtain insurance coverage for:

Insurance to cover your sales of food or things to the public;
Insurance to cover DCR property if you use a DCR building, electrical or water source; and
Insurance to cover your vehicle in case of accidents in the park;
Insurance to cover your workers compensation if you have a certain number of employees.

1. INSURANCE

- a. The Permittee shall carry insurance at minimum in the types and amounts as described in this section of the Permit Agreement at its own expense:
 - i. General/Public/Products Liability Insurance. The Permittee shall carry appropriate public liability insurance as to third persons and products liability insurance against claims based upon the services provided in the minimum amount of One Million (\$1,000,000.00) Dollars in the event of death or injury to one individual (per occurrence) and a minimum of Two Million (\$2,000,000.00) Dollars in the event of death or injury to more than one individual (in the aggregate), or such higher amounts of liability insurance coverage the DCR shall reasonably require from time to time.
 - ii. Insurance for Commonwealth Property, if applicable. The Permittee shall furnish proof of property damage insurance for Commonwealth and DCR equipment in the minimum amount of One Hundred Thousand (\$100,000.00) Dollars or such higher amounts of liability insurance coverage the DCR shall reasonably require from time to time.
 - iii. Additional insurance if required. Permittee should consult with insurance and legal professionals to ensure they have any other insurance, additional endorsements, or gap coverages in place that would be prudent to carry for the type of insured, proposed use, and location, i.e. worker's compensation, motor vehicle, business risk/loss, officers and directors, vandalism, wind, flood, etc.
- b. The Permittee shall furnish Certificates of Insurance issued by an insurer or insurers qualified to do business in the Commonwealth to the following DCR offices prior to execution of the Permit Agreement and updates by April 1st of each subsequent year of the Permit Agreement Term:

Department of Conservation and Recreation
Long Term Permits and Leases Unit,
Attention: Manager
10 Park Plaza, Suite 6480
Boston, MA 02116
E-mail: dcr.permits@mass.gov

Failure to furnish or maintain said policies of insurance for the entire term shall be deemed a material breach of the Permittee's duties under this Permit Agreement.

- c. The Department of Conservation and Recreation shall be explicitly named as an additional insured on all insurance policies.
- d. If the Permittee's insurance provisions, terms, coverage, etc. are amended, changed, suspended, expired or cancelled in any fashion, the Permittee must either purchase a notice endorsement from its insurer or notify the DCR verbally immediately and shall not be cancelled without less than thirty (30) days notice to DCR in writing. Non-renewal or replacement of insurance shall be deemed a material breach of this Agreement.
- e. The Permittee shall defend, hold harmless and indemnify the Commonwealth of Massachusetts, DCR and their respective agents, officers and employees from any claims arising out of any violation of any law, ordinance or regulation affecting the activities authorized herein by this Permit, from any claims for personal injury or death or damage to personal property, of whatever kind or nature, arising from the Permittee's activities on the Premises, including claims arising from the negligent, willful or intentional act or omissions of the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, as authorized under this Permit and claims arising from the Permittee's failure to provide adequate security on the Premises.
- f. The Permittee shall not make any claims against the Commonwealth including the DCR, for any injury, loss, or damage to persons, including bodily injury or death, or damage to property arising out of or in connection with the actions or omissions of the Permittee, its contractors, agents, representatives, employees, licensees, guests and invitees, as authorized by this Permit, except for that arising solely from the gross negligence or gross misconduct of the DCR.
- g. The Permittee shall waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this Permit.
- h. These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Permit. Entity approval of the insurance contracts required by this Permit does not in any way relieve Permittee from liability under this section. The obligations of the Permittee under this section shall survive the expiration or termination of this Permit.