



# Operation and Management of Mobile Concessions:2022

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## Request for Proposals

The Fund for Parks and Recreation in Boston

November 1, 2021



Kim Janey, Mayor  
Ryan Woods, Commissioner

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## ADVERTISEMENT

### CITY OF BOSTON PARKS AND RECREATION DEPARTMENT

#### **Request for Proposals: Operation and Management of Mobile Concessions –2022**

The City of Boston, acting by and through the Fund for Parks and Recreation c/o Parks and Recreation Department and its Commissioner (the Official), invites proposals for the performance of the services generally described above and particularly as set forth in the Request for Proposal Documents (Documents). This contract is procured under the provision of Ch. 45§5A of the Massachusetts General Law. The Documents shall be available at the Boston Parks and Recreation Department, 1010 Massachusetts Avenue, 3<sup>rd</sup> floor, Boston MA 02118 on Monday, November 1, 2022 (no mailings sent) or available on the City of Boston website at [www.cityofboston.gov/procurement/events](http://www.cityofboston.gov/procurement/events).

All sealed proposals shall be submitted in accordance with the requirements set forth in the Documents. The completed document package must be submitted as follows: One (1) signed original and two (2) copies of the Proposal must be submitted in an envelope(s) labeled "2022 Mobile Vending Concessions RFP" The Proposal must be submitted no later than 2:00PM on Friday, November 19, 2022, to the Boston Parks and Recreation Department, 1010 Massachusetts Avenue, 3<sup>rd</sup> floor, Boston MA 02118.

The contract awarded pursuant to this Request for Proposals shall be for a term of **Twelve (12) months**, commencing on or about January 1, 2022 and ending on December 30, 2022, with two one (1) year options for renewal, which must be agreeable to both parties.–

The City reserves the right to accept or reject any or all proposals or any part or parts thereof; to waive any defects, informalities and minor irregularities; and to award the contract as the City deems to be in its best interest. The maximum time for proposal acceptance by the City after the opening of proposal shall be ninety (90) days. The award of a contract pursuant to this bid shall be subject to the approval of the Mayor of Boston.

Scheduled site visits will be held as stated in the Request for Proposals. For specific questions about the proposal, please contact Beth Anne Grassa, Business Operations Manager at (617) 961-3075.

Ryan Woods  
Commissioner  
November 1st & 8th, 2021

## **I. Overview**

The Fund for Parks and Recreation in Boston (Fund) through the City of Boston Parks and Recreation Department (BPRD) in accordance with Massachusetts General Law c. 45, §5A, and all other enabling powers, is seeking proposals from qualified individuals, corporations or business entities, whether for-profit or non-profit to operate, manage and maintain a mobile cart concession at one or more of the locations included and as set forth in this RFP. Proposers may submit proposals for one location or multiple locations.

The Fund for Parks and Recreation seeks proposals that reflect the professional management abilities of a Permittee who is deemed suitable from a standpoint of character, reputation and experience to operate such a concession in a public space. Each of the mobile units are independently owned and operated by local entrepreneurs.

The successful Proposer shall, at a minimum, have successful experience in mobile food or other concession carts. The Proposer must also demonstrate their ability to provide an organized, accountable, efficient, safe, clean and professionally-staffed and maintained concession operation for the general public during a minimum operating season as defined below.

BPRD, working the Boston Park Rangers, will observe the independent vendors who operate the pushcarts, to ensure requirements are met regarding safety, sanitation, behavior, appearance, permits, and insurance.

### **Brief History of the Program**

Boston Parks have been home to vendors selling their wares for hundreds of years and serve as the cornerstone for the City of Boston Parks and Recreation Vending Program. Over forty local merchants participate in the vending program at the Boston Common (“the Common”) and other smaller Boston landmarks such as Copley Square and Christopher Columbus Park on Boston’s waterfront. Further, a small number of regulated merchants are scattered throughout neighborhood parks within the City.

Revenue generated from the vending program will be used in support of recreational programming for the residents of the City of Boston.

## **Description of the Vending Locations**

### **The Boston Common**

The oldest public park in the history of the United States, the Boston Common was established in 1634, when the area was designated a common pasture. The Boston Common is also the starting point of the Freedom Trail and has over 1.2 million visitors annually. The park is almost 50 acres in size. Today, Boston Common is the anchor for the Emerald Necklace, a system of connected parks that winds through many of Boston's neighborhoods. The "Common" has been used for many different purposes throughout its long history. There are currently thirty-five (35) available vending locations for the Boston Common as detailed in Attachment A – Vending Location Maps.

### **Copley Square**

In a city best known for its historic sites, Boston's Copley Square is well-known instead for the architectural delights that grace the area, once the site of the Massachusetts Institute of Technology (MIT) before it moved to Cambridge. Located in the Back Bay area of Boston, you'll find both residents and visitors enjoying the greenery of the park located here as well as the magnificent buildings that surround the square which include the Copley Library, Trinity Church, and the John Hancock Tower. There are currently seven (7) available vending locations for Copley Square as detailed in Attachment A – Vending Location Maps.

### **Christopher Columbus Park**

Located between the Rose Fitzgerald Kennedy Greenway and the Boston Harbor, the uniquely designed 4 1/2 acres serve as a neighborhood park, a community gathering spot, the site of festivals, summer movie nights and art shows, a must-see destination for tourists from around the nation and around the world, and the conduit for those who are ferrying to the Harbor Islands, which are part of the U.S National Park System. There are currently two (2) available vending locations for Christopher Columbus Park as detailed in Attachment A – Vending Location Maps.

### **Other Sites Include These Local Parks in Boston (Zone Z) :**

East Boston Memorial Park, East Boston, MA, One (1) available vending location.

Millennium Park, West Roxbury, MA, One (1) available vending location.

Moakley Park, Curbside, South Boston, MA, One (1) available vending location.

Curley Park, Near Faneuil Hall, Boston, MA, One (1) available location.\*

Franklin Park Cross Country, Boston, MA, One (1) available location.

Harambee Field, Mattapan, MA, One (1) available location.

Elliot Park, Boston, MA, One (1) available location\*

Martin's Park at Smith Family Waterfront, Boston, MA, One (1) available location

Milk Street, Boston, MA, One (1) available location

Appendix B- Vending Location Detail Sheet (VDLS) contains a list of each location available within the vending program. Appendix B includes detailed park site name, locations and minimum "in-season permit rates". *Please note that two locations (as indicated by an asterisk) have a special operating provision.*

BPRD reserves the right to designate the specific concession location. The Permittee shall comply with all requests of authorized BPRD staff concerning placement of the concession vehicles or carts. All proposals shall be deemed to be made with full knowledge and understanding of the existing premises condition. Please contact Dorothy Baxter, Business Operations Manager by phone at 617-961-3075 or via email at [Dorothy.baxter@boston.gov](mailto:Dorothy.baxter@boston.gov) for site information and any questions concerning the park locations.

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. BPRD will not be responsible for damaged or stolen equipment.

### III. Request for Proposal Process

#### Overview

The Request for Proposal schedule is as outlined below. The proposals are **due Friday, November 19, 2021 at 2:00PM**. The RFP is available for pickup at the Boston Parks and Recreation Department, 1010 Massachusetts Avenue, Third Floor, Boston, MA 02118 and online at [cityofboston.gov/procurement/special](http://cityofboston.gov/procurement/special). Proposals must be complete and submitted by the noted deadline to be considered for review.

DATE	ACTION
Monday, November 1, 2022	RFP Available for pick-up or download ( <a href="http://cityofboston.gov/procurement/special">cityofboston.gov/procurement/special</a> ).
Monday, November 8, 2021 – Wednesday, November 10, 2021	Site Visits to various locations (See Site Visit Schedule below)
Friday, November 12, 2021	10-11AM: Meeting (optional) at 1010 Massachusetts Avenue, Commissioner's Conference Room to discuss the program and to answer RFP questions.-
Monday, November 15, 2021	by 3PM – Follow-up RFP questions due via email to <a href="mailto:bethanne.grassa@boston.gov">bethanne.grassa@boston.gov</a>
Tuesday, November 16, 2021	Answers to RFP questions will be posted on <a href="http://www.cityofboston.gov/procurement/special">www.cityofboston.gov/procurement/special</a>
<b><u>Friday, November 19, 2021</u></b>	<b><u>2pm - RFP submissions deadline.</u></b>
Monday, November 22, 2021 – Monday, December 6, 2021	Vending Program Review Committee reviews proposals
Tuesday, December 7, 2021	Vendor awardees notified
Wednesday, December 8, 2021 – Tuesday, December 28, 2021	Parks and Recreation Department permitting and License Agreement completion
Monday, January 3, 2022 – Thursday, March 31, 2022	Off-season Vending Permits available

Friday, March 11, 2022	Orientation for all Parks and Recreation Vending Program 2022 participants. (Location and Time - TBA)
Friday, April 1, 2022	Season start date for Peak Season 2022 Parks and Recreation Vending Program.

### Site Visit Schedule

A visit to the vending locations is RECOMMENDED for each Proposer during the proposal period. It is important that proposers are clear on where the site markings are and sure that their choices correspond with the actual locations. All proposals shall be deemed to be made with full knowledge and understanding of the existing Premises condition. Site Visits will be scheduled as a group session as follows:

Meeting Location	Zones	Date/Time
Boston Common: Park Street Station	A, B, C, D	November 9th @ 10am-11am
Boston Common: Frog Pond Statue Entrance	E, H	November 9th @ 11am-12pm
Boston Common: Charles & Beacon St	F, G, I	November 9th @ 12PM- 1PM
Christopher Columbus Park: Kennedy Fountain	K	November 10th @ 12PM
Copley Square: Bostix Pavilion	J	November 10th @ 10AM
Other Locations	Z	By appointment w/Beth-Anne Grassa

Site visits for neighborhood locations (Zone Z) are available by *appointment only* by calling Beth-Anne Grassa at (617) 961-3075 and must be concluded by Thursday, November 11, 2021.

### Questions During the Proposal Period

Proposers' questions must be submitted in writing or by email. Written questions must be received by 3:00 p.m. on Monday, November 15, 2021 at the following address:

Parks and Recreation Department, Attn: Beth-Anne Grassa  
1010 Massachusetts Avenue, 3<sup>rd</sup> Floor, Boston, MA 02118  
Re: RFP Parks & Recreation Vending Program 2020-2021  
Fax: (617) 961-3075 or E-mail: bethanne.grassa@boston.gov

Questions not received by said deadline will not be considered as part of the proposal process. To ensure public notice to all prospective Proposers, BPRD staff will post answers to timely questions received before said deadline on <http://www.cityofboston.gov/procurement/events> Website. The questions and answers will be posted Tuesday, November 16, 2021.

### Proposal Submission Procedures

The Permittee shall abide by procedures established by the City of Boston and the BPRD in the preparation and submission of proposal, either on or for this License Agreement.

The proposal responses shall be identified with the location name and the Permittee's name and address. Two (2) complete copies of the proposal response and any other documents required shall be submitted to:

Operation and Management of Mobile Concessions – 2022  
Beth-Anne Grassa  
Bid Counter, Boston Parks & Recreation Department  
1010 Massachusetts Avenue, 3<sup>rd</sup> Floor  
Boston MA 02118

Proposal responses must be received at the above address no later than 2:00PM, Friday, November, 19, 2021. Late responses will not be accepted. Contingent proposals will not be accepted.

Proposals shall remain open for acceptance by BPRD and in full effect for at least 90 calendar days from the submission deadline set forth on page five of this RFP.

Any proposal which fails to include any material information or documentation specified in the proposal submission requirements is non-responsive, and will be rejected. In determining the responsiveness of a proposal, BPRD may waive minor informalities. Minor informalities include minor deviations, mistakes, and matters of form rather than substance.

#### **Proposal Deposits**

A proposal deposit of Two Hundred and Fifty Dollars (\$250.00) is required for each location that the Proposer submits a qualified proposal. The deposit will be refunded to proposals not selected within 90 days of proposal selection. The deposit will be credited to winning proposals toward the first month of license fees. The winning proposer(s) will, in return for the opportunity, remit to BPRD, the remainder of proposal amount stated in its Proposal and as required in this RFP and a License Agreement.

#### **Presentations and Interviews**

Following a review of the submitted proposals, BPRD may schedule interviews and/or presentations with Proposers that meet the minimum qualifications. Interviews may be held by phone or in-person at the discretion of the BPRD. The purpose of any interview will be to clarify proposals and evaluate the qualities, expertise and operational concepts of the submitted proposals. No additional proposal material will be accepted during the interview process.

### **Correcting, Modifying or Withdrawing Proposals**

Proposal documents may be corrected, modified or withdrawn at any time **prior to the proposal due date** (Friday, November 19, 2021). Modifications should be submitted in writing, sealed and marked in the same manner as the original proposal package.

### **Awarding the Permit**

The Vending Program Review Committee will recommend acceptance of a proposal by the Commissioner based upon the results of its evaluation of both minimum criteria and evaluation criteria. The License Agreement will be awarded to the responsible proposer submitting the highest proposed license fee price for the vending location who, in the opinion of said board or officer, would be the most suitable from the standpoint of character, reputation and experience to operate such a concession.

Upon selection of the most advantageous vendor for each vending location, winning proposals will be contacted by phone and scheduled for a meeting. Non-winning proposals will have their proposal deposits returned to the address provided in their proposal package. Should the winning proposer fail to meet the successful proposer requirements set forth under this RFP or any other related BPRD requirements during the permitting process, BPRD may make an award to the next available high rated proposer or withdraw the opportunity altogether.

### **Multiple Site Bids**

If a Proposer is selected as the most advantageous vendor for more vending locations than it has carts, the Proposer will be required to choose from those vending locations within forty-eight (48) hours the locations where it will be able to offer concessions. BPRD reserves the right to then make awards for the remaining vending locations to the next highly rated and available proposer for that vending location, or, if no available proposer exists for that vending location, to re-offer the vending opportunity to proposers as set forth below.

### **Cancellation During Term**

In the event that a Concession License is cancelled for any reason during the term, BPRD reserves the right to make an award to the next highly rated and available proposer for that vending location for the remainder of the term, or, if no available proposer exists for that vending location, to re-offer the vending opportunity to proposers for the remainder of the term as set forth below.

### **Re-Offer of Vending Locations**

In the event of that no proposals are submitted for a vending location, or no available proposers exist for a vending location at any time during the term, BPRD reserves the right to re-offer the

vending opportunity for that location to proposers who submitted proposals for any vending location in response to this RFP and whose proposals were accepted as meeting the minimum evaluation criteria by the Vending Program Review Committee (“Accepted Proposers”).

If BPRD chooses to re-offer a vending opportunity, it shall notify all Accepted Proposers of the opportunity, and Accepted Proposers shall have fourteen (14) days from the receipt of BPRD’s notification to submit proposal responses for the vending opportunity. Proposals submitted during a re-offer process must meet all of the requirements of initial proposals under this RFP.

BPRD will award a License Agreement for the re-offered vending opportunity to the highest responsible proposer who, in the opinion of the Committee, would be the most suitable from the standpoint of character, reputation and experience to operate such a concession. If a License Agreement is re-offered at any time during the term, the term of the license shall only be effective for the remainder of the term.

Prior to Issuance of the Parks and Recreation Department Vending Permit the following must be provided by the selected vendor to BPRD:

- a) A signed Vendor Agreement and Regulations (Appendix H)
- b) Proof of insurance (please see Insurance Requirements under Section VI of this document)
- c) All food and produce vendors must abide by the rules and regulations of the Inspectional Services Department for the City of Boston, the Fire Department, and applicable Commonwealth of Massachusetts Sanitary Code.
- d) All food and produce vendors must have a current and signed Health Permit from the City of Boston Inspectional Services Department (ISD). ISD, Division of Health Inspections is located at 1010 Massachusetts Avenue, Fourth Floor, Boston, MA 02118. Please contact Ms. Gloriana Walker at 617-635-5326
- e) All food pushcart owners/managers must attend and successfully complete the City of Boston’s Food Manager Training and Certificate Course (SERV SAFE). The course must be completed before a permit will be issued by the Inspectional Services Department. The Boston Inspectional Services Department (ISD), Division of Health Inspections is located at 1010 Massachusetts Avenue, Fourth Floor, Roxbury, MA 02118. ISD will provide you with a list of trainers who have submitted their course dates and times. The four examination organizations may also be contacted to obtain information on training in the Massachusetts area. A Person-In-Charge (PIC) becomes a certified food protection manager by passing one of four accredited examinations. The four accredited examination development companies are:
  - Certifying Board for Dietary Managers, 1-800-323-1908
  - Experior Assessments, 1-800-200-6241
  - National Registry of Food Safety Professionals, 1-800-446-0257

- National Restaurant Association Educational Foundation (ServSafe), 1-800-765-2122. Please see the ServSafe website for more information on the ServSafe program. <https://www.servsafe.com/about-us>
- f) Propane Systems must have an inspection performed and a permit issued by the Boston Fire Department if over 40 lbs. per site. Each cart must have a 40 lb. fire extinguisher. For fire permit information please contact the City of Boston Fire Prevention Division, 1010 Massachusetts Ave, Lt. Mike Kenney, Telephone: 617-343-3541 or 617-343-3446.

### **Permit Compliance and Performance**

The BPRD 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 BPRD may suspend operations and/or terminate the agreement.

## **IV. Concession Operating Requirements**

The successful Vendor shall, at a minimum, provide an organized, accountable, efficient, safe, clean and professionally-staffed and maintained concession operation for the general public during a minimum operating season consisting of daily visits or parked staffing.

### **Concession Premises**

A vending location is a maximum of a 10' x 10' area (area assigned based on individual location basis) and must not be extended beyond this area. The proposer must present clear photos or renderings of the pushcart to be used at all vending locations including all storage, containers for food or ice. No food products, beverage or ice may be stored on the ground or on any surface in the parks other than in or on the pushcart or in a separate bin and at least 6" off the ground. Each pushcart is permitted to retain one (1) garbage can and no more than two (2) storage containers.

### **Mobile Food Unit Specifications & Maintenance**

The concessionaire will be required to renovate, operate, and maintain a vending cart/unit/truck at a high standard of quality. The vending unit should make a significant improvement to the ambience of the park and surrounding area while providing a convenient service to the public. In addition, all signs and structures on the Licensed Premises must be kept in good condition and free of graffiti.

It is necessary to keep all Mobile Food Units clean and in good condition. This involves ensuring that the Mobile Food Units do not leak any type of fluid, including water, onto the ground. Mobile Food Units must not be damaged or dented. In addition, the concessionaire shall repair or replace the above if deemed necessary by Parks.

### **Equipment**

The successful Permittee is responsible for any and all mobile carts, furniture, furnishings and equipment necessary for the proper operation of the permitted cart. The Proposer shall submit a list of all proposed furnishings, furniture and equipment as part of the Proposal process.

The Proposer shall maintain said furniture, furnishings and equipment in a good condition and in working order. BPRD is not responsible for any maintenance to the equipment provided. If the equipment is unusable, the Permittee is responsible for any necessary arrangements to replace the equipment.

Umbrellas and/or canopies, other accessories, and/or signage, whether attached to or accompanying Mobile Food Units shall be of a design, color, and format appropriate with the location, and approved and distributed by the BPRD in writing. The cost of specified umbrellas will be incurred by the permittee.

### Hours of Operation

The concessionaire may only operate at the Licensed Premises when the park is open. At minimum, the concessionaire will be allowed to operate the concession from 8AM to 8PM each day during each operating season. All hours of operation are subject to Parks' prior written approval. At its sole discretion, but based upon written request from Licensee, Parks may allow changes to Licensee's approved operating hours/schedule. If the request is granted by the Commissioner, the concessionaire will continue to be responsible for all other obligations under the License Agreement, including the payment of all license fees.

*Please note the hours of operation on Zone I-1 and Curley Park are from 8pm to 3am only as indicated in the Vendor Location Detail Sheet (Appendix H). [\(Check on Eliot Norton Park...I think this is an 8pm-3am as well\)](#)*

**Comment [SB1]:** (Check on Eliot Norton Park...I think this is an 8pm-3am as well)

### Permit Decal

The Permittee shall obtain and pay for all permits or licenses that may be required for the operation of the mobile cart prior to its occupation and use of the Concession Premises.

Each concession operator must possess all Federal, State, and City authorizations, and possess, and at all times obviously display, appropriate City of Boston permits including the current 2022 Parks and Recreation Vending Permit, and current ISD Health Permits as necessary.

A concessionaire shall not commence the operation of the Mobile Food Unit(s) until it has received the Notice to Proceed, Permit Decal(s) and 311 sign(s) from BPRD. BPRD will provide a new Permit Decal for each Mobile Food Unit to the concessionaire, provided that the concessionaire is in compliance with the terms of its vendor agreement. A replacement fee of \$50.00 will be charged to any concessionaire who loses its Permit Decal.

### Rubbish Removal & Recycling

The concessionaire will be responsible for, at its sole cost and expense, clean-up and removal of all waste, garbage, refuse, rubbish and litter from the Licensed Premises and the area within twenty-five (25) feet of the Licensed Premises. The concessionaire will be required to provide adequate and easily accessible waste and recycling receptacles, approved by BPRD, and are required to empty and remove receptacles on a daily basis. Vendors may not dispose of waste in BPRD receptacles. The location and placement of all waste and recycling receptacles is subject to BPRD's prior written approval. The concessionaire will be required to comply with all City,

State, and Federal regulations regarding recycling. In addition, the concessionaire will be required to demonstrate to Parks' satisfaction, through a detailed maintenance plan, that they will keep and maintain the concession site in excellent condition throughout the license term.

### **Signage and Advertising**

Permittee will be prohibited from displaying, placing or permitting the display or placement of advertisements in the Premises, including, but not limited to the mobile concession cart, without the prior written approval of Parks. The design and placement of all signage, including signage which includes Permittee's name, trade name(s) and/or logos, is subject to Parks' prior written approval. Permittee will be prohibited from placing advertisements on the exterior of its Licensed Premises. Any prohibited material displayed or placed shall be immediately removed by the Permittee upon notice from Parks at Permittee's sole cost and expense.

### **Healthy Food Options (Food Services) and Quality of Goods**

The Parks and Recreation Department is committed to the offering healthy food and drink options by permitted concessions, to enhance the experience of park visitors and to promote healthy lifestyles. BPRD 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. Parks will view favorably proposals which healthy food choices, such as salads, fresh fruit, yogurt, nuts, granola bars, protein bars, bottled water, juices, smoothies, etc. All prices and menu items are subject to Parks' prior written approval. The concessionaire will be required to maintain adequate inventory to assure a constant supply of approved products.

*The BPRD is asking the following guidelines to determine a "healthy option" as defined by the Boston Public Health Commissioner Healthy Food Procurement Guidelines: Standards for Purchased Beverages and Foods (Attachment B.)*

The RFP reflects BPRD's obligation to park visitors and to the City of Boston that products sold under the awarded permits will provide good value and high quality at all times. Quality of goods will be reflected in the proposals with pictures, descriptions and other materials that describe the quality of good being sold.

### **Utilities**

The Permittee shall pay for all necessary utilities to run a successful mobile cart operation. The use of gasoline generators is not permitted in parks.

### **Sanitation**

The Permittee shall keep the Concession Premises and the equipment and furnishings located there in a sanitary condition at all times, in conformity with applicable federal, state and municipal laws, codes, rules and regulations. An authorized representative of the BPRD or any applicable City Agency may inspect the premises periodically and the Permittee agrees to comply with the authorized representative's recommendations.

### **Smoking Policy**

The Permittee shall obey all state, federal and city laws, rules and regulations with respect to smoking on the Concession premises. City of Boston Code, Ordinances, Chapter VII, Section 7-

4.14 (Appendix A) states that “no person shall smoke in any public park, or other public place under control of the Parks and Recreation Commission.” Vendors in violation must extinguish and properly dispose of cigarette. Violators will be subject to dismissal from the park and a repeated event may lead to expulsion from the 2022 Vending Program.

### **Inspections, Violations & Fines**

Inspectors from Boston Parks, the Boston Park Rangers and/or the Inspectional Services Department will visit the site unannounced to inspect operations and ensure proper maintenance of the concession site.

Based on their inspections, Parks may issue notices on violations listed below. All violations by the permittee shall be rectified in a timely fashion and the fee shall be incurred by the owner. The inability to address these violations shall subject the permittee to having their permit to operate terminated.

For a complete listing of violations, please reference the Vendor Agreement and Regulations (Appendix H).

### **Special Events, Inclement Weather, Park Maintenance and Unforeseen Circumstances**

#### **Special Events**

All Proposers are hereby notified that vending opportunities during special events such as the City of Boston’s Official Tree and Holiday Show are not included under the terms of this License Agreement. The Parks and Recreation Department reserves the right to determine these special events. The Business Operations Manager will provide thirty (30) days’ notice to the Vendor. An annual Schedule of Special Events will be distributed to vendors prior to each calendar year of the agreement. The Business Operations Manager will make every attempt to re-locate vendors for special events not specified in the Schedule of Special Events.

#### **Inclement Weather, Park Maintenance and Unforeseen Circumstances**

All Proposers are hereby notified that weather may influence the proposer’s ability to provide concession services. From time to time, weather-related and maintenance circumstances may require movement of the concession or in extreme cases closure of the park. In addition, BPRD may schedule special events at parks or facilities or, due to other extenuating circumstances, limit the use of the park or facility by the permittee. Said weather-related, maintenance, or circumstances will not authorize the awarded Proposer to take, without prior notice and written approval by the Commissioner of BPRD or Business Operations Manager, abatement of funds due (in the form of monetary reduction, extensions of license term, or other self-directed forms) for any particular period, season or year. When possible, the Business Operations Manager will provide the Vendor at least twenty-four (24) hour notice.

## **V. Non-negotiable License Agreement Terms**

### **License Agreement Terms**

In addition to the Concession Operating Requirements in Section IV above and the Vendor Practices and Regulations (Appendix H), the following terms shall form the basis of the License Agreement between the BPRD and a selected proposer. Please note that the BPRD reserves the right to amend or add terms during the permitting and licensing period.

The agreement that will be developed between the Fund for Parks and Recreation and the successful proposer will be a License Agreement, with the successful proposer retaining 100% of the revenue generated at the concession.

The term for the use of each location is a period of one year, commencing on January 2022. During that one year, the successful Permittee shall operate and pay a licensing fee at a minimum from April 1, 2020 through September 30, 2022 (defined as “in-season”) unless otherwise specified within this RFP.

If a Permittee chooses to operate during the shoulder months (January 2, 2022 – March 31, 2022 and October 1, 2022 – December 30, 2022) the successful Permittee must receive a separate permit to operate during those months from the Boston Parks and Recreation Department and pay 50% of the “in-season” monthly license fee for the Vending Location or 100% of the prorated “in-season” daily fee for the Vending Location if they choose to operate for one day. Permit must be approved and issued by Parks Department forty-eight (48) hours prior to vending date.

### **Payments**

During the license year, the successful Permittee shall operate and pay a licensing fee at a minimum from April 1, 2022 through September 30, 2022 (defined as “in-season”) unless otherwise specified within this RFP. All payments will be due on the 1<sup>st</sup> day of the operating month (i.e., April’s license fee payment will be due on April 1<sup>st</sup> of the current license year). Payments of balances shall be due with or without an invoice from the BPRD. Note that any fees for vending permits during shoulder months (detailed above) must be paid in full at time of issuance of the permit.

**Payments may be made by using a money order, cashier’s check, or certified bank check and shall be made payable exclusively to the “Fund for Parks and Recreation.”** Payments shall include a notation specifying “Parks Vending Program” and include Permittee’s name and contact information, **vendors location**. -Check memo must include month for specific payments is being made (i.e. January, February, etc). All payments and finance forms shall be sent directly to:

**Parks and Recreation Department  
ATTN: Beth-Anne Grassa  
1010 Massachusetts Avenue, 3rd Floor, Boston, MA 02118  
Fax: 617-635-3173**  
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Non-payment is a material breach and may be grounds for immediate suspension and/or termination at any time. Late payments may be subject to up to a penalty of up to 10% of the amount due for payments received more than thirty (30) business days after a payment is due or other specified date. Three or more failures to make payments after thirty (30) business days of the due date may result in immediate termination of the License Agreement.

### **Compliance with Laws**

The Permittee agrees to comply strictly with all federal, state, and municipal laws, codes, rules and regulations. The Permittee further agrees not to permit nor perform any noxious or offensive business, trade or occupation in the Concession Premises, and not to permit the Concession Premises to be occupied or used for any immoral or illegal purpose.

### **Workers' Compensation Insurance**

The Permittee agrees to carry Workers' Compensation Insurance in accordance with the Provisions of the Massachusetts Workers' Compensation Act. The Permittee shall furnish the BPRD with a certificate of insurance showing that this insurance is in effect.

### **Indemnification**

The Permittee covenants and agrees that it will fully indemnify, hold harmless, protect and defend at its own cost and expense, the City, its employees, agents, elected and appointed officials and each of them from any risks, suits, damages, expenses or claims (including court costs and reasonable attorneys' fees) BPRD, its employees, agents, elected and appointed officials and each of them may incur or become liable for as a result of the injury or death of any person(s), the loss or damage of any property, or negligent acts of the Permittee in connection with the operation of a Concession by the Permittee or any of its employees, agents, invitees or any other person acting on behalf of the Permittee.

### **Taxes**

The Permittee covenants that it will pay all taxes on personal property belonging to the Permittee and located on the Concession Premises and that it will pay all income, sales, social security, unemployment, state, federal and any other taxes levied against the operation of the Concession.

### **Expenses**

The Permittee agrees to promptly pay all expense arising from the operation of the concession.

### **Records**

The Permittee shall provide certified financial statement of expenses and income at the end of December of each license year. The financial statement must be certified by an accountant or an accounting firm licensed by the state.

### **Nondiscrimination**

The Permittee agrees to comply fully with the Federal Equal Employment Opportunities Act and with all applicable state and municipal laws, and the Permittee agrees that no qualified person shall be denied or refused service or other full or equal use of the licensed facilities, nor denied employment opportunities by the Permittee as a result of race, creed, color, religion, sex, national origin or ancestry, age, physical or mental handicap.

### **Relationship of the BPRD and Proposer**

It is understood by the parties that the relationship of the Permittee to the BPRD is that of an independent Permittee. The Permittee, not the BPRD, is solely responsible for the payment of good or services purchased from the vendors.

### **Employees**

The Permittee agrees to operate the Concession personally or to employ sufficient and qualified personnel to operate the Concession in a business-like manner. The Concession shall be operated by an employee authorized to act and represent the Permittee in all matters pertaining to the operation of the Concession. The Permittee shall provide a phone number / cell number at which he/she can be reached during business hours and non-business hours (emergency situations only).

The Permittee agrees that it and its employees shall be clean and neat in appearance and shall be courteous at all times to Park users.

The Permittee agrees that a list containing the names of its employees shall be submitted to the BPRD at the beginning of the license and shall be updated as required. The Proposer is required to follow the City of Boston Criminal Offender Record Information (CORI) policy (Attachment C).

### **Conflict of Interest**

The Permittee warrants that no official or employee or business entity of the City, (1) has been employed to aid in the procuring of this Contract: (2) will be employed or otherwise benefit from this Concession License without the immediate divulgence of that fact to the BPRD.

In the event that the BPRD determines that the employment or disclosed interest of the official or employee poses a conflict of interest, BPRD reserves the right to review and require action as needed to address the conflict of interest. For breaches or violations of this paragraph, the BPRD shall have the right to cancel this license, without liability and to recover all compensation paid to, or benefit received of such official, employee or business entity.

**Assignment or Subletting**

The Concession License shall not be assigned in whole or in part, nor shall the licensed premises or any part of the premises be sublet or licensed, nor shall any right or privilege granted here to License be sold, transferred or assigned without the written approval of the BPRD.

Any sale, transfer or assignment, whether voluntary or involuntary, without the written approval of the BPRD shall be void and constitute grounds for the cancellation of this License at the option of the BPRD.

**Changes or Amendment to License**

The Concession License sets forth all agreements between the parties. No modification or amendment shall be valid unless set forth in writing and signed by the BPRD and the Permittee.

**Cancellation**

If, in the judgment of the BPRD, the manner of operation of the Concession or the quality of the merchandise or services does not meet the requirements of this license, or if the Permittee breaches or is in default of any other term of this Agreement, the BPRD shall give the Permittee a written notice within three (3) business days specifying with reasonable particularity the unsatisfactory performance or default, where, in the BPRD's sole opinion the breach or default is incapable of being remedied. The BPRD at its' discretion may allow for cure of the breach or may automatically terminate the license upon written notice to the Permittee specifying with reasonable particularity the reasons for terminating. The decision of the BPRD on any such matter shall be final.

**Destruction, Loss or Damage by Fire or Other Causes**

In the event the Concession Premises are damaged by fire or other casualty to an extent that in BPRD's sole opinion the continued operation of the premises by Permittee is not in the best interest of BPRD, the BPRD may immediately terminate this license. The BPRD may, but is not obligated to, repair or rebuild the Concession Premises and, if after the repairs or rebuilding are completed to the BPRD's satisfaction, any portion of the original licensed period remains, upon notice from the BPRD, the Permittee immediately shall resume operation of the Concession in accordance with this agreement.

**Vacating the Premises**

The Permittee shall, immediately upon expiration or termination of the license, vacate the Concession Premises and remove all property to which the Permittee holds proper title.

Should the Permittee fail to remove or dispose of its property as provided, the BPRD may consider the property abandoned and may claim proper title to it or dispose of it at the Permittee's expense. In addition, at the expiration or termination of the license, the Permittee

shall surrender the premises to which BPRD holds title in as good or better condition as when accepted by the Permittee, reasonable wear and tear is expected.

### **Bribery Clause**

The Permittee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of any public agency or entity or any other municipality nor has the Permittee made an admission of guilt of such conduct which is a matter of record. Any attempt by the Proposer or his agent to bribe a public employee of the City shall constitute a material breach of the agreement.

### **Performance Bond**

A performance bond of a surety company authorized to do business in Massachusetts, and satisfactory to the Official, or a certified check on, or a treasurer's check, issued by a responsible bank or trust company, payable to the City of Boston, will be required of the Permittee as security to guarantee the faithful performance of the license. The penal sum of such bond or amount of such check shall be \$2,500.

The provisions of this understanding shall be incorporated by reference into the Agreement between the Permittee and the BPRD.

### **Bankruptcy**

Except to the extent prohibited by applicable law, upon the occurrence of any one or more of the following events, the license with the Permittee shall be deemed to have terminated automatically:

- (a) The filing by the Permittee of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors or (b) the filing of an involuntary bankruptcy petition against the Permittee which is not withdrawn or dismissed within ten (10) days, or (c) a consenting by the Permittee to the appointment of a receiver or trustee of all or part of the Permittee's assets; or (d) the filing by the Permittee of a petition or answer regarding an arrangement or reorganization under the Federal Bankruptcy Act or any other applicable state or federal law, or (e) the filing by the Permittee of a petition to take advantage of any insolvency act or law.

### **Waiver or Breach**

The BPRD's decision to waive compliance with any term contained in the license shall not be deemed to be a waiver of that term for any subsequent breach of the same by the Permittee or any other term in license. The acceptance of any payment made by the Permittee to the BPRD under the terms of this agreement shall not be deemed a waiver of any prior occurring breach by the Permittee of any term contained herein regardless of knowledge of the BPRD of the prior existing breach at the time of the acceptance of such payment.

## **Severability**

If any provision or portion of any provision of this license shall be deemed illegal or unenforceable for any reason, the unaffected provisions or portions shall remain in full force and effect.

## **VI. Submission Requirements for Proposal**

All proposals shall be in writing, in a legible format. The Proposer shall include all materials listed in the following sections.

### **Minimum Requirements for Proposal**

The following items are considered minimum requirements for each proposal. The BPRD will not accept any proposal which fails to meet the minimum requirements set forth below:

- a) Each Proposer warrants that it has read the Request for Proposals in its entirety and submits its proposal in accordance with the terms and conditions contained in the Request for Proposals.
- b) The information is complete, understandable and the forms are properly prepared.
- c) Each Proposer must have a minimum of three (3) years' experience in the operation, ownership and management of a food or merchandise service and mobile cart operation or similar business.
- d) Each proposer must demonstrate the ability to work in a public setting, such as a public park. Include a list of contracts to provide the same or similar services to any municipality, state or other entity currently or within the past ten (10) years, if any.
- e) Each proposer must include a detailed proposed staffing plan including planned hours of operation, visits, and staffing at any and each location.
- f) Each proposer must include written description of the services to be offered, including menus/goods lists and price lists that reflect a substantial selection of quality goods, healthy food and beverage choices. It is required that all items listed on the menu will be available to the public during the appropriate hours of operation.
- g) Each proposer must include a list of all proposed furnishings, furniture and equipment to be used under this license.
- h) Each proposer must include at least (3) references from either employers, vendors, bankers or other qualified, reputable businesses.

- i) Each proposer must provide proof of the financial viability of their organization by including financial statements and/or credit references.
- j) Documentation from an insurance company or properly licensed insurance broker, authorized to conduct business within the Commonwealth, specifying that the Proposer is qualified to meet and obtain, or has proof of insurance pursuant to the insurance requirements specified herein.
- k) A proposal for \$250 deposit in the form of a certified check drawn on, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the BPRD for Parks and Recreation for **each** location requested in the proposal.
- l) If the proposer is a corporation, it must attach a certificate of authority,
- m) Evidence of insurance and worker's compensation coverage pursuant to the Insurance Requirements set forth below.

### **Insurance Requirements**

Public and Product liability, as well as Property Damage, Insurance is required as follows:

- a) At least \$1,000,000.00 for each - Public Liability, Product Liability and Property Damage
- b) City of Boston Parks and Recreation Department must be listed as additional insured
- c) Certificate Holder: City of Boston Parks and Recreation Department, 1010 Massachusetts Avenue – Third Floor, Boston, MA 02118, Attn: Beth-Anne Grassa

d) This insurance policy shall not be cancelled or reduced without 30 days prior written notice to BPRD.

e) Massachusetts General Law requires Workers compensation insurance by any and all entities that have employees

No cancellation provision in any insurance policy shall be construed as derogation of the continuous duty of Permittee to furnish insurance during the term of this license. The policy or policies shall be underwritten to the satisfaction of the BPRD.

Permittee agrees to file the required policies of insurance, with all endorsements attached, with BPRD upon execution of the license.

At least 30 days prior to the expiration of any policy, a signed and complete Certificate of Insurance, with all endorsements attached, showing that the insurance coverage has been renewed or extended shall be filed with the BPRD.

## VII. Criteria for Award

The Permittee's responses may be evaluated using criteria listed below, in conjunction with the price proposals, to determine the best overall value.. The criteria are provided for informational purposes only, and are not ranked in any particular order of importance.

### Comparative Evaluation Criteria

Each proposal meeting the minimum criteria will be evaluated according to the following comparative criteria. Proposers should take care to address each item in their non-price proposal.

1. Experience
  - a. Highly Advantageous: Demonstrated ten years or more in-depth experience with mobile food/goods concessions management in a public property setting.
  - b. Advantageous: Demonstrated five years or more in-depth experience with mobile food/goods concessions management.
  - c. Not Advantageous: Demonstrated 3-5 years of in-depth experience with mobile food/goods concessions management.
  - d. Not Acceptable: Less than 3 years of in-depth experience with mobile food/goods concessions management.
2. Concessions Concepts and Proposed Menu(s)
  - a. Highly Advantageous: Concept and menu that reflects the quality, customer-service focus that is aligned with the mission to service Park users while balancing affordability.
  - b. Advantageous: Concept and menu that reflects the quality, customer-service focus that is aligned with the mission to service Park users, but is not particularly affordable.
  - c. Not Advantageous: Concepts or menus that do not reflect the nature of Park users are not customer service-driven and/or may not be affordable.
  - d. Not Acceptable: Did not demonstrate a concept that is applicable to Park users or a public setting.
3. Management, Staffing and Operations Plan (including staff organizational charts, anticipated work schedules, pricing charts for operations and merchandise)
  - a. Highly Advantageous: The plan of services proposes a detailed, logical, and highly efficient method for providing the services requested herein.
  - b. Advantageous: The plan of services proposes a credible method for providing the services requested herein.
  - c. Not Advantageous: The plan of services is not sufficiently detailed to fully evaluate, or the plan does not contain all the components necessary to provide the services requested herein.

- d. Not Acceptable: The plan of services lacks any detailed organizational plan or, is not submitted at all.

## VIII. Appendices

### A. Vending Proposal Checklist

- Proposers must submit **one signed original and two copies of the proposal**. All envelopes shall be clearly labeled with “2022 Mobile Vending Concessions RFP”. Please include a signed cover letter detailing: contact name, organization mailing address, telephone number, cellular telephone contact number, and email address.
- A fully completed 2022 BPRD Vending Application.
- Proposals shall clearly state proposal offer in US Dollars for monthly license fee rate for each of the six months of operation in each location (April 1<sup>st</sup> to September 30th).
- A proposal deposit in the amount \$250 (certified check drawn on, or a treasurer’s or cashier’s check issued by a responsible bank or trust company), payable to the Fund for Parks and Recreation for **each location requested in the proposal**.
- No special preference will be given to proposals received early. No late entries will be considered.
- List of contracts to provide the same or similar services to any municipality, state or other entity currently or within the past ten (10) years, if any.
- List of all proposed furnishings, furniture and equipment to be used under this license.
- Provide proof of the financial viability of their organization by including financial statements and/or credit references.
- 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.
- If the proposer is a corporation, it must attach a Certificate of Authority, evidence of insurance and worker’s compensation coverage.

**B. Vending Location Detail Sheet (VLDS)**

Location	Product Category	Minimum In-Season Monthly Bid
Zone A - Park Street #A-1	Merchandise	\$ 1,000
Zone A - Park Street #A-2	Frozen Treats	\$ 1,000
Zone A - Park Street #A-3	Prepared food	\$ 1,000
Zone A - Park Street #A-4	Merchandise	\$ 1,000
Zone A - Park Street #A-5	Merchandise	\$ 1,000
Zone A - Park Street #A-6	Merchandise	\$ 1,000
Zone A - Park Street #A-7	Prepared food	\$ 1,000
Zone A - Park Street #A-8	Frozen Treats	\$ 750
Zone A - Park Street #A-9	Snack Food/Cold Beverage	\$ 1,000
Zone A - Park Street #A-10	Merchandise	\$ 1,000
Zone B - Brewer #B-1	Cold Beverages	\$ 500
Zone B - Brewer #B-2	Prepared foods	\$ 500
Zone C - Shaw #C-1	Snack Food/Cold Beverage	\$ 500
Zone C - Shaw #C-2	Frozen Treats	\$ 500
Zone D - VIC #D-1	Snack Food/Cold Beverage	\$ 750
Zone D - VIC #D-2	Merchandise	\$ 750
Zone D - VIC #D-3	Prepared food	\$ 750
Zone D - VIC #D-4	Prepared food	\$ 750
Zone E - Frog Pond #E-1	Snack Food/Cold Beverage	\$ 750
Zone E - Frog Pond #E-2	Snack Food/Cold Beverage	\$ 750
Zone E - Frog Pond #E-3	Frozen Treats	\$ 600
Zone F - Charles & Beacon #F-1	Merchandise	\$ 750
Zone F - Charles & Beacon #F-2	Snack Food/Cold Beverage	\$ 750
Zone G - Charles Crossing #G-1	Prepared food	\$ 750
Zone G - Charles Crossing # G-2	Snack Food/Cold Beverage	\$ 750
Zone G - Charles Crossing # G-3	Merchandise	\$ 750
Zone G - Charles Crossing # G-4	Snack Food/Cold Beverage	\$ 750
Zone G - Charles Crossing # G-5	Prepared food	\$ 750
Zone G - Charles Crossing # G-6	Frozen Treats	\$ 600

Zone H – Mayor’s Walk # H-1	Snack Food/Cold Beverage	\$ 750
Zone H – Mayor’s Walk # H-2	Frozen Treats	\$ 750
Zone H – Mayor’s Walk # H-3	<del>Prepared food</del> Merchandise	\$ 750
Zone H – Mayor’s Walk # H-4	Prepared food	\$ 750
Zone H – Mayor’s Walk # H-5	Snack Food/Cold Beverage	\$ 750
<u>Location</u>	<u>Product Category</u>	<u>Minimum In-Season Monthly Bid</u>
<u>Zone I – Tremont/Boylston #I-1</u>	<u>Prepared food</u>	<u>\$ 500</u>
<u>Zone I – Tremont/Boylston/Charles # I-2*2</u>	<u>Prepared food</u>	<u>\$ 500</u>
<u>Zone J – Copley Square #I-1</u>	<u>Frozen Treats</u>	<u>\$ 750</u>
<u>Zone J – Copley Square # I-2</u>	<u>Snack Food/Cold Beverage</u>	<u>\$ 1,000</u>
<u>Zone J – Copley Square # I-3</u>	<u>Snack Food/Cold Beverage</u>	<u>\$ 1,000</u>
<u>Zone J – Copley Square # I-4</u>	<u>Prepared food</u>	<u>\$ 1,000</u>
<u>Zone J – Copley Square # I-5</u> <u>Zone J – Copley Square # I-4</u>	<u>Prepared food</u>	<u>\$ 1,000</u>
<u>Zone J – Copley Square # J-6</u>	<u>Merchandise</u> <u>Prepared food</u>	<u>\$ 1,000</u>
<u>Zone J – Copley Square # J-7</u>	<u>Prepared food</u>	<u>\$ 1,000</u>
<u>Zone K – C. Columbus Park #K-1</u>	<u>Merchandise</u>	<u>\$ 1,500</u>
<u>Zone K – C. Columbus Park #K-2</u>	<u>Frozen Treats</u>	<u>\$ 1,500</u>
<u>Zone Z – Moakley Park #Z-1</u>	<u>Frozen Treats</u>	<u>\$ 300</u>
<u>Zone Z –Millennium Park #Z-2</u>	<u>Frozen Treats</u> <u>Merchandise</u>	<u>\$ 300</u>
<u>Zone Z –Milk Street #Z-3</u>	<u>Prepared food</u>	<u>\$ 500</u>
<u>Zone Z –East Boston Memorial Park #Z-4</u>	<u>Prepared food</u>	<u>\$ 350</u>
<u>Zone Z - Harambee Park, Dorchester #Z-5</u>	<u>Prepared food</u>	<u>\$ 350</u>
<u>Zone Z - Franklin Field - Cross Country # Z-6</u>	<u>Prepared food</u>	<u>\$ 350</u>
*Vending operates from 8pm - 3a		
Zone Z – Curley Park – City Hall - #Z-7	Prepared food	
Zone Z – Martin’s Park – Fort Point Z-8	Prepared food	\$ 600
Zone Z -- Elliott Norton Park, Chinatown # Z-9m	Prepared food	\$ 500
		\$ 500

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\*Vending operations from 8pm – 3am

**2022 BPRD Vending Application**

**BOSTON PARKS & RECREATION DEPARTMENT  
2022 VENDING APPLICATION**

NAME: \_\_\_\_\_  
REGISTERED BUSINESS NAME: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE & ZIP: \_\_\_\_\_  
BUSINESS PHONE: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE & ZIP: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_  
CELL NUMBER: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

If less than two years at present address ☐

Previous Residential Address: \_\_\_\_\_

Date Registered as a Business: \_\_\_\_\_ What City: \_\_\_\_\_

SS# or Fed.Tax ID#: \_\_\_\_\_ MA Tax #: \_\_\_\_\_

Have You Ever Held A Vending License with the City of Boston, Parks Department or

DPW? Yes ☐ No ☐

# Years Vending in City of Boston: \_\_\_\_\_ Elsewhere: \_\_\_\_\_

Vending location within the City of Boston \_\_\_\_\_

When: \_\_\_\_\_

Prior experience/history will be taken into account.

Do You Hold a State Hawkers and Peddlers License? Yes ☐ No ☐

License #: \_\_\_\_\_

Have You, Your Employees or Your Business Been Cited By the Boston Police for Illegal Vending  
Activities within the Past Five Years: Yes ☐ No ☐

If the Answer is Yes, Please Include with Your Application a Written Explanation of the Charges and the Outcome of Said Charges.

Is the Applicant the Sole Owner of the Vending Business? Yes ☐ No ☐  
If Not, List the Names, Addresses and Telephone Numbers of All Partners on Separate Sheet.

Cart Name: \_\_\_\_\_ Desired Start Date: \_\_\_\_\_

Do you intend to operate your pushcart directly or do you plan to employ others to do so? \_\_\_\_\_

Have you participated as an approved vendor in the BPRD vending program before?  
Yes ☐ No ☐

If so, please provide dates \_\_\_\_\_

Have you or a relative ever been employed by the Parks Department?  
Yes ☐ No ☐

If so, please provide dates \_\_\_\_\_  
(Current relatives not eligible to apply.)

I, \_\_\_\_\_ STATE THAT ALL THE INFORMATION PROVIDED BY ME ON THIS SUBMISSION IS TRUE AND ACCURATE AND I UNDERSTAND THAT IF ANY INFORMATION IS FOUND FALSE OR MISLEADING THAT I WILL FORFEIT ANY EXISTING LICENSES OR PERMITS THAT I HOLD WITH THE PUBLIC WORKS DEPARTMENT, PARKS AND RECREATION DEPARTMENT OR OTHER CITY AGENCIES AND MUST WAIT A PERIOD OF ONE YEAR BEFORE A NEW APPLICATION CAN BE SUBMITTED.

APPLICANT'S SIGNATURE: \_\_\_\_\_

**SUBMIT TO:**     **City of Boston Parks & Recreation Department**  
                  **Attention: Beth-Anne Grassa**  
                  **1010 Massachusetts Avenue**  
                  **Boston, MA 02118**  
                  **Telephone: (617) 961-3075**

**D. Proposal Submission Sheet**

NAME: \_\_\_\_\_  
REGISTERED BUSINESS NAME: \_\_\_\_\_  
BUSINESS ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE & ZIP: \_\_\_\_\_  
BUSINESS PHONE: \_\_\_\_\_

(Note: \$250 deposit must be submitted for EACH location entered below)

Location Sites Entered	Location Name (per VLDS)	Location Number (per VLDS)	Product Category (per VLDS)	Monthly License Fee Proposal Amount (in \$)
1				\$
2				\$
3				\$
4				\$
5				\$
6				\$
7				\$
8				\$
9				\$
10				\$
11				\$
12				\$
13				\$
14				\$
15				\$

Total Deposit Amount Submitted (\$250 x Number of locations) = \$ \_\_\_\_\_

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

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Please sign and return this document as part of your submission**

***E. Vending Reference Sheet***

| NAME: \_\_\_\_\_

| REGISTERED BUSINESS NAME: \_\_\_\_\_

| BUSINESS ADDRESS: \_\_\_\_\_

| CITY: \_\_\_\_\_ STATE & ZIP: \_\_\_\_\_

| BUSINESS PHONE: \_\_\_\_\_

|

Vending References

- 1)      Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_
- 2) Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_
- 3) Name: \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_
-

### F. Product Sheet (Menu)

Please list those items you propose to sell on your site. Separate Product Sheets must be completed for each cart if requesting consideration for multiple sites. **YOU ARE RESTRICTED TO CARRYING ONLY PRODUCTS THAT ARE APPROVED BY BPRD.** Please be specific as to product design features and name brand, product cut sheets and photos. Your cart will be reviewed for compliance with your Product Sheet.

**Location Name and Number**\_\_\_\_\_

[illegible]

**G. Vendor Agreement (includes Rules and Regulations)**

**Parks Vending Program  
Vendor Agreement – Years 2022**

Vendor Name:

Location Number:

Location Description:

Monthly Fees in season:  
(Season runs 4/1 to 9/30)

Monthly Fees off season:  
(Off season runs 1/2 to 3/30 and 10/1 to 12/30)

Hours of operation:

License fee are due in advance, on the first of each month via cashier's check or money order. **Personal checks are not acceptable.** Checks should be made payable to the Fund for Parks and Recreation **There will be a \$50 service charge for any returned check.** DO NOT MAIL OR DELIVER CASH. License fees can be mailed or delivered to:

City of Boston Parks & Recreation Department  
**ATTN: Beth-Anne Grassa**  
1010 Massachusetts Avenue, Third Floor  
Boston, MA 02118  
(617) 961-3075

This agreement and license it provides may not be subcontracted or assigned by the Vendor , its employees, agents, subcontractors or anyone under the direction of the Vendor are not employees of BPRD. The Vendor is responsible for all payroll taxes, benefits, and any other obligation of all such individuals. No additional insurance or insureds shall be underwritten by BPRD for the benefit of the Vendor. Insurance certificates and required health permits must be current at all times.

The Vendor, its employees, agents, invitees, subcontractors and affiliates agree to indemnify and save harmless BPRD, and its directors, overseers, employees, agents, and affiliates from and against all claims, damages, costs, expenses and liabilities of whatever nature arising out of the acts, omissions, fault or negligence of the Vendor, their employees, agents, invitees, subcontractors and affiliates.

AGREED:

\_\_\_\_\_  
Ryan Woods, Commissioner  
Boston Parks and Recreation Department

Owner \_\_\_\_\_  
By: \_\_\_\_\_  
(Typed Name of person signing)

\_\_\_\_\_  
(Name of business)

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **VENDOR RULES AND REGULATIONS**

Vending in Boston Parks is a critical component to the image of the park. Thousands of people pass through the parks every day and a vendor is often a patron's first encounter with the City of Boston. Whether a patron stops for directions, information, or a purchase, the City of Boston relies upon vendors to make a good first impression. Your contact with tourists, visitors and Bostonians and the presentation of your cart helps establish and maintain a pleasant image and experience throughout the Boston Park system. The following criteria are in place to give BPRD vending program consistency and preserve high standards.

**NOTE: The requirements set forth under the Operation and Management of Mobile Concessions – 2022 Request for Proposals is hereby referenced and incorporated herein.**

### **Pushcarts and/or presentation of individual vending locations**

- A vending location is a *maximum* of a 10' x 10' area (**area assigned based on individual location basis**) and must not be extended beyond this area. The proposer must present clear photos or renderings of the pushcart to be used at all vending locations including all storage, containers for food or ice. No food products, beverage or ice may be stored on the ground or on any surface in the parks other than in or on the pushcart or in a separate bin and at least 6" off the ground. Each pushcart is permitted to retain one (1) garbage can and no more than two (2) storage containers.
- If a pushcart is not used, this is considered a special condition, and the vending area should be described in detail. Examples of special condition may be, but are not limited to, cut flowers or bicycle rentals.
- Proposer must detail the hours of operation, how carts will be dropped off and picked up daily. No vehicles will be allowed to remain in the parks.
- The proposer shall be responsible for ensuring maintenance of all pushcarts and vending locations at all times.
- All vending locations shall be kept neat and clean at all times, including but not limited to, refraining from the spilling of products and cooking liquids on or around vending area, trash generated by the vending location within twenty five (25) feet, staining or otherwise impairing paved surfaces on which the vending location is located.
- All vendors will use BPRD specified awnings and umbrellas that identify them as members of the vending program. Additional umbrellas without Program logos are not permitted. BPRD logoed umbrellas/awnings are **not** to be used outside our Vending Program.

**SAFETY REGULATIONS:** To ensure public safety, vendors must adhere to the following:

- Hand trucks and dollies must be neatly stored and out of sight under the skirted cart. If they cannot be stored under the cart, they must go off site. Trucks and dollies cannot be left on the outside of the cart.
- Chairs, if allowed, must stay along the side of the pushcart within approximately two (2) feet of the cart so as not to interfere with the passage of pedestrians.
- Any additional fixtures, baskets, bins, etc. must be approved by BPRD
- Hanging extensions must be at a 45-90 degree angle for pedestrian safety.

CLEANLINESS AND SANITATION: Owners and employees must respect that their business is operated on a public park and must adhere to strict sanitation and maintenance practices.

- Cart area should be free of trash and debris at all times. Any trash or debris generated by the pushcarts, including cardboard boxes, condiment droppings or other items should be cleaned immediately. Vendors are responsible for trash within a 25' radius of vending location. Such trash may not be put in city barrels.
- Pushcarts should remain clean. Awnings, umbrellas and tents must be washed on a regular basis.
- Spills, grease, sugar, etc. must be removed immediately.
- Food Vendors must have at least one lined trash barrel.
- All coolers and containers must be kept within the designated area.
- If requested by BPRD, a food pushcart must have a rug under the cart or area of operation.

#### PERMIT CONTACT INFORMATION

#### **Health Permits & Food Manager Certification Course Information      Fire Permits – e.g., propane, sterno, etc.**

City of Boston Inspectional Services  
Environmental Health Division  
1010 Massachusetts Avenue  
Boston, MA 02118

Ms. Gloriana Walker  
617-635-5326

Boston Fire Department  
Fire Prevention Division  
1010 Massachusetts Avenue  
Boston, MA 02118

Lt. Mike Kenney  
617-343-3541 or 617-343-3446

#### ADDITIONAL REGULATIONS

- All vendors must have BPRD approved umbrellas with the BPRD identification imprinted. (Copy, color specifications and logos available from BPRD)
- All permits and price lists must be posted in visible places.
- Only Director's Chairs approved by BPRD are allowed.
- Sponsorship or advertising will not be allowed without express BPRD approval.
- The sale of beverages in glass bottles is prohibited.
- Vending locations must have a trash receptacle present at all times. Operators will be responsible for cleaning the area within 25 feet of concession(s).
- Pushcarts must remain in the specified location at all times. All spots are stationary unless otherwise authorized by BPRD.
- All vending equipment must be stored off-site at the end of the day and returned the next day. **NO EQUIPMENT WILL BE ALLOWED IN THE PARK OVERNIGHT.**
- Delivery vehicles may not stay in the park for more than 30 minutes to deliver or pickup materials.
- Vendors must be located on paved surfaces. The lawn/grass is strictly off limits.
- All products and equipment must fit within the provided designated area.

## TERMINATION CLAUSE

Vendors who violate any of the above rules, regulations or do not have appropriate licenses or permits are subject to suspension or termination from the program at any time.

## IMAGE, IDENTITY AND VISUAL PRESENTATION

**Vendor pushcart presentation is one of the first things one sees upon entering the Boston Parks. The purpose of the vending program is to provide park user amenities. Cart design, visual presentation, and extra fixtures must be illustrated with a scale drawing or photo and submitted with the owner application. No application will be accepted without this rendering.**

- Merchandise should be displayed in a neat and orderly fashion within the interior of the 4'X6' cart or flush against the cart. No merchandise should be separated from the cart.
- The physical design of the pushcart is part of the image and identity of the BPRD vending program and must be maintained as presented in vendor application.
- Storage containers must be kept out of sight, placed underneath the cart, or stored off site.
- All food containers shall be stored off the paved surface around the pushcart. If additional equipment or containers are required for daily operations, a back panel must be in place (specifications provided by BPRD).
- Any damage to the pushcarts must be repaired immediately.
- All awnings, umbrellas, or any other cart accessories will be specified and approved by the BPRD and bear the logo of the Boston Parks and Recreation Department. Umbrellas and/or canopies and other accessories attached to Mobile Food Units shall be of a design and color approved and distributed by the BPRD in writing. The cost of specified umbrellas will be incurred by the permittee.
- Vendors and employees must present themselves as professional sales and service people. They must be clean and neat in appearance. Food vendors must wear a hair restrain or cap. Inappropriately dressed employees will be subject to reprimand by BPRD; accretion of violations may result in termination from the program at the sole discretion of BPRD.
- Inappropriate language and behaviors will not be tolerated and may result in immediate termination from the BPRD Vending Program.
- Smoking is not permitted.
- Loitering is not permitted around the carts.

## BUSINESS MANAGEMENT

**Owners are responsible for day to day management of their carts, and their operation, adhering to the following practices:**

Owners are responsible for managing their employees and making sure that all employees understand and adhere to all the rules and regulations of the BPRD Vending Program.

Vendors must be set up or breakdown for business before morning and after evening rush hour.

Owners cannot negotiate locations with any other vendor, or use there currently assigned location, in negotiating the sale of pushcart to potential purchaser.

Owners may not at any time move their cart into a vacant vending location. Each vendor is issued a distinct vending location. Sites are not transferable among vendors. Any type of "subletting" of vending

locations is expressly prohibited and will result in a violation and possible termination of License Agreement at the discretion of BPRD.

On occasion, it may be necessary to relocate vendors for maintenance, construction, events or emergencies. The Parks Department will make every effort to find a suitable alternative location for the vendor. However, if necessary a vendor will be required to move if instructed to by BPRD staff member.

BPRD may bring in specialty vendors to provide vending services during festivals or other special events.

#### CITY REGULATIONS

**In addition to the above practices, *food vendors* must abide by the City of Boston regulations pertaining to Health, Fire and Safety Codes. Vendors are subject to periodic, unannounced checks by City Departments and are subject to their decisions.**

All food pushcart owners/managers must attend and successfully complete the City of Boston's Food Manager Training and Certificate Course. The course must be completed before a permit will be issued by the Inspectional Services Department.

Carts must be inspected and a permit issued by Inspectional Services Department's Health Division, for compliance with the Regulations for Food Protection and State Sanitary Code, as defined for pushcart vendors.

Propane Systems must have an inspection performed and a permit issued by the Boston Fire Department if over 40 lbs. per site. **Each cart must have a 40 lb. fire extinguisher.**

All food and produce vendors must abide by the rules and regulations of the Inspectional Services Department for the City of Boston, the Fire Department, and applicable Commonwealth of Massachusetts Sanitary Code.

### BPRD Vending Operations

- Fire, Health and BPRD permits must be displayed conspicuously.
- Public and Product liability, as well as Property Damage, Insurance is required as follows:  
At least \$1,000,000.00 for **each** - Public Liability, Product Liability and Property Damage  
City of Boston BPRD ***must be listed as additional insured.*** Certificate Holder: City of Boston Department of Parks and Recreation, 1010 Massachusetts Avenue, Third Floor, Boston, MA 02118, Attn: Dorothy J. Baxter
- Tax Tickets are required as follows:
  - Merchandise – Sales and Use Tax Vendor
  - Food – Meals Tax on Food
  - Tax Registration may be obtained from: The Commonwealth of Massachusetts, Mass DOR, Telephone: 617-887-6367, WWW.MASS.GOV/DOR
- **Set-up or delivery vehicles are allowed on the licensed premises only between the hours of 9:00 a.m. and 11:00 a.m. and between 6:00 p.m. and 8:00 p.m. daily (weather emergencies excepted). All vehicles are prohibited in the Boston Common between 11:00 a.m. and 6:00 p.m. daily (weather and public safety incidences excepted).**
- The maximum speed limit while in the parks is **5 MPH**, hazard lights must be on while driving through the park.
- Standard hours of operation are between 8:00 a.m. and 8:00 p.m., unless otherwise approved by Boston Parks and Recreation Department
- Checks returned from the bank due to lack of funds are grounds for immediate dismissal from program and are subject to a \$50.00 fine.
- The use of gasoline generators is not permitted in the Parks.
- There is a \$50.00 fee for lost permits for the first occasion. A second loss is grounds for immediate dismissal from the program.
- Change of address or telephone number must be reported to Dorothy J. Baxter, BPRD Vending Program immediately (Dorothy.baxter@boston.gov).
- Disrespect or disobedience to an identified Public Authority constitutes grounds for immediate dismissal from program.
- Participant vendors will only engage in behavior and speech conducive to good business practice and civility.
- Participant vendors will not interfere with the public's use and enjoyment of licensed premises.
- Participant vendors shall display in a prominent place price lists of all refreshments, services or other items being sold.
- Failure to provide the product or service as agreed and presented herein constitutes grounds for dismissal from the program, without refund of license fees paid.
- Vendors must relocate if requested by the BPRD and/or Public Safety Officials.

### Inspections, Violations & Fines

Inspectors from Boston Parks, the Boston Park Rangers and/or the Inspectional Services Department will visit the site unannounced to inspect operations and ensure proper maintenance of the concession site. Both Boston Park Rangers and Inspectional Services Department have the jurisdiction to issue fines.

Based on inspections, the Boston Parks Department may issue notices on violations listed below. All violations by the permittee shall be rectified in a timely fashion and the fee shall be incurred by the owner. The inability to address these violations shall subject the permittee to having their permit to operate terminated.

The following are samples, and not an exhaustive list of possible violations that will incur fines by the BPRD and/or Public Safety Officials.

<b><u>VIOLATION</u></b>	<b><u>FINE AMOUNT</u></b>
Unauthorized Menu Items or Merchandise	\$50
Missing or Unauthorized Price List	\$50
Overcharging	\$50
Expanding	\$50
Blocked Exits	\$50
Improper Disposal (noxious liquids, debris, etc.)	\$50
Mobile Food Unit Leaking Fluids	\$50
Mobile Food Unit Obviously Damaged or in Poor Repair	\$50
Unauthorized Advertising	\$50
Roving or Vending at Unauthorized Location	\$50
Improper Storage	\$50
Graffiti, Dirty Mobile Food Unit or Umbrella	\$50
Vending Permit Not Displayed	\$50
Vending with expired Insurance	\$50
Vending w/out valid Health Permit	\$50
311 sign not displayed	\$50

I, \_\_\_\_\_, accept the Rules, Regulations, and Standards of the  
 (Print Name)  
 City of Boston Parks and Recreation Department vending program and agree to follow them.

Please sign and return this document as part of your submission.

AGREED:

\_\_\_\_\_

By: \_\_\_\_\_  
 (Name of person signing)

\_\_\_\_\_  
 (Name of business)

DATE: \_\_\_\_\_