



# Operation and Management of Mobile Concessions - 2016

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## Request for Proposals

**The Fund for Parks and Recreation in Boston**

**10/13/2015**



**Martin J. Walsh, Mayor**  
**Christopher Cook, Commissioner**

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**ADVERTISEMENT**

**CITY OF BOSTON PARKS AND RECREATION DEPARTMENT**

**Request for Proposals:  
Operation and Management of Mobile Concessions - 2016**

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 Tuesday, October 13, 2015 (no mailings sent) or available on the City of Boston website at [www.cityofboston.gov/procurement/special](http://www.cityofboston.gov/procurement/special).

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 four (4) copies of the Proposal must be submitted in an envelope(s) labeled "Mobile Concessions – 2016 RFP" The Proposal must be submitted no later than 2:00PM on Thursday, November 19, 2015, 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, 2016 and ending on December 30, 2016.

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 Dorothy Baxter, Business Operations Manager at (617) 961-3075.

**Christopher Cook  
Commissioner  
(October 13 & 19, 2015)**

## **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 fully manage 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.

This will be the first year since 1986 that the City of Boston Parks and Recreation Department (BPRD) will have sole management responsibility for the mobile vending program. The Boys & Girls Clubs of Boston had managed the day-to-day program operations for the past thirty years. Mayor Martin J. Walsh and Parks Commissioner Christopher Cook believe the program should transition such that the City of Boston would assume full operational and administrative management of the program. Revenue generated from the vending program will be used in support of recreational programming for the residents of the City of Boston.

### **III. 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 forty-two (42) 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:**

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, One (1) available vending 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 of the locations (as indicated by footnote) have special operating provisions.*

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.

## IV. Request for Proposal Process

### Overview

The Request for Proposal schedule is as outlined below. The proposals are due Thursday, November 19<sup>th</sup> 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 to be considered for review.

#### DATE:

#### ACTION:

Tuesday, October 13, 2015	RFP Available for pick-up or download.
Tuesday, October 20, 2015 – Thursday, October 22, 2015	Site Visits to various locations (See Site Visit Schedule below)
Friday, October 23, 2015	10-11AM: Meeting (optional) at 1010 Massachusetts Avenue, Commissioner's Conference Room to discuss the program and to answer RFP questions.-
Friday, October 30, 2015	by 3PM – Follow-up RFP questions due via email to <a href="mailto:Dorothy.baxter@boston.gov">Dorothy.baxter@boston.gov</a>
Friday, November 6, 2015	Answers to RFP questions will be posted on <a href="http://www.cityofboston.gov/parks/vending.asp">www.cityofboston.gov/parks/vending.asp</a>
<b><u>Thursday, November 19, 2015</u></b>	<b><u>2pm - RFP submissions deadline.</u></b>
Friday, November 20, 2015 - Wednesday, December 16, 2015	Vending Program Review Committee reviews proposals and schedules interviews/presentations
Friday, December 18, 2015	RFP Results posted on <a href="http://cityofboston.gov/parks/vending.asp">cityofboston.gov/parks/vending.asp</a>
Monday, December 21, 2015 through February 2016	Parks and Recreation Department permitting and License Agreement completion
March 2016 (TBD)	Orientation for all Parks and Recreation Vending Program 2016 participants.
Friday, April 1, 2016	Start date Parks and Recreation Vending Program 2016 operation.

## 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	October 20th @ 10AM
Boston Common: Frog Pond Statue Entrance	E, H	October 20 <sup>th</sup> @ 1PM
Boston Common: Charles & Beacon St	F, G, I	October 21 <sup>th</sup> @ 10AM
Christopher Columbus Park: Kennedy Fountain	K	October 21 <sup>th</sup> @ 1PM
Copley Square: Bostix Pavilion	J	October 22 <sup>th</sup> @ 10AM
Other Locations	Z	By appointment w/D. Baxter

Site visits for Neighborhood locations (Zone Z) are available by *appointment only* by calling Dorothy Baxter at (617) 961-3075 and must be concluded by Tuesday, October 27, 2015.

## 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 Friday, October 30, 2015 at the following address:

Parks and Recreation Department, Attn: Dorothy Baxter  
1010 Massachusetts Avenue, 3<sup>rd</sup> Floor, Boston, MA 02118  
Re: RFP - 2016 Parks & Recreation Vending Program  
Fax: (617) 635-3173 or E-mail: [dorothy.baxter@boston.gov](mailto:dorothy.baxter@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 reply to questions on [cityofboston.gov/parks/vending.asp](http://cityofboston.gov/parks/vending.asp). The questions and answers will be posted the week of Monday November 2, 2015.

## 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. Four (4) complete copies of the proposal response and any other documents required shall be submitted to:

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, Thursday, November, 19, 2015. Late responses will **not** be accepted.

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, or allow the proposer to correct them. 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 45 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** (Thursday, November 19<sup>th</sup> at 2PM). 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 highest responsible proposer 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, 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 requirements of the RFP or any other related BPRD requirements during the permitting process, BPRD may make an award to the next available proposer or withdraw the opportunity altogether.



Prior to Issuance of the Parks and Recreation Department Vending Permit the following must be provided by the 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 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
  - Exporior 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.

## **V. 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 will provide 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 must provide necessary arrangements to replace the any equipment.

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.

### **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-5 are from 8pm to 3am only as indicated in the Vendor Location Detail Sheet (Appendix H).*

### **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 current 2016 Parks and Recreation Vending Permit, and 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 2016 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.

### **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 special event 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.

## **VI. 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 April 1, 2016. During that one year, the successful Permittee shall operate and pay a leasing fee at a minimum from April 1, 2016 through October 31, 2016 (defined as "in-season") unless otherwise specified within this RFP.

If a Permittee chooses to operate during the shoulder months (defined as November through March) 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.

## **Payments**

During the license year, the successful Permittee shall operate and pay a leasing fee at a minimum from April 1, 2016 through October 31, 2016 (defined as “in-season”) unless otherwise specified within this RFP. All payments will be due on the 1<sup>st</sup> 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.

If a Permittee chooses to operate during the shoulder months as defined as November through March, the successful Permittee must receive a permit to operate during those months from the Boston Parks Department and pay 50% of the “in-season” monthly license fee or 100% of the prorated “in-season” daily fee if they choose to operate for one day.

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. All payments and finance forms shall be sent directly to:

**Parks and Recreation Department**  
**ATTN: Dorothy Baxter**  
**1010 Massachusetts Avenue, 3rd Floor, Boston, MA 02118**  
**Fax: 617-635-3173**

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. Failure 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 provide 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) with the 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), or the loss or damage of any property in connection with the operation of this 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 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 of the official or employee is not compatible with their duties the Permittee, upon request of the BPRD, shall terminate their employment immediately. 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 Contract 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 desirable, 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 hold 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 and the equipment and furnishings to which the 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 or any other term by the Permittee. 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.

## **VII. 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 employers, vendors, bankers and 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 broker, authorized to conduct business within the Commonwealth, specifying that the Proposer is qualified to meet and obtain the insurance requirements specified herein.
- k) A proposal 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, evidence of insurance and worker's compensation coverage.

### **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: Dorothy J. Baxter
- d) This insurance policy shall not be cancelled or reduced without 30 days prior written notice to BPRD.

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.

## **VIII. 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. These criteria are subject to change without notice, at the sole discretion of the BPRD, and may or may not be used in the evaluation process. 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.
- 4. Healthy Products and Quality of Goods
  - a. Highly Advantageous: The vendor has demonstrated that over 50% of their product line contains healthy food products or high-quality merchandise.
  - b. Advantageous: The vendor has demonstrated that over 25% of their product line contains healthy food products or high-quality merchandise.
  - c. Not Advantageous: The vendor has demonstrated that between less than 25% of their product line contains healthy food products or high-quality merchandise.
  - d. Not Acceptable: The vendor has not demonstrated that their product line contains healthy food products or high-quality merchandise.

## IX. Appendices

### A. Vending Proposal Checklist

- Proposers must submit **one signed original and four copies of the proposal**. All envelopes shall be clearly labeled with “RFP - 2016 Parks and Recreation Vending Program”. Please include a signed cover letter detailing: contact name, organization mailing address, telephone number, cellular telephone contact number, and email address.
- A fully completed 2016 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, 2016 to September 30, 2016).
- 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)***

<b>Zone/Location/Location #</b>	<b>Product Category</b>	<b>Minimum In-Season Monthly Permit Fee</b>
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	Snack Food/Cold Beverage	\$ 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	Frozen Treats	\$ 600
Zone D – VIC #D-4	Prepared food	\$ 750
Zone D – VIC #D-5	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 F – Charles & Beacon #F-3	Snack Food/Cold Beverage	\$ 750
Zone G – Charles St. Crossing #G-1	Prepared food	\$ 750
Zone G – Charles St. Crossing # G-2	Snack Food/Cold Beverage	\$ 750
Zone G – Charles St. Crossing # G-3	Merchandise	\$ 750
Zone G – Charles St. Crossing # G-4	Healthy Food	\$ 750
Zone G – Charles St. Crossing # G-5	Prepared food	\$ 750
Zone G – Charles St. 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	Prepared food	\$ 750
Zone H – Mayor’s Walk # H-3	Merchandise	\$ 750
Zone H – Mayor’s Walk # H-4	Frozen Treats	\$ 600
Zone H – Mayor’s Walk # H-5	Snack Food/Cold Beverage	\$ 750
Zone I – Tremont/Boylston #I-1	Prepared food	\$ 500
Zone I – Tremont/Boylston/Charles # I-2	Frozen Treats	\$ 500
Zone I – Tremont/Boylston/Charles # I-3	Merchandise	\$ 500
Zone I – Tremont/Boylston/Charles # I-4	Merchandise	\$ 500
<i>*Zone I – Tremont/Boylston/Charles # I-5 <sup>1</sup></i>	<i>Prepared food</i>	<i>\$ 500</i>
Zone I – Tremont/Boylston/Charles # I-6	Healthy Food	\$ 500
Zone J – Copley Square #J-1	Frozen Treats	\$ 750
Zone J – Copley Square # J-2	Snack Food/Cold Beverage	\$ 1,000
Zone J – Copley Square # J-3	Snack Food/Cold Beverage	\$ 1,000
Zone J – Copley Square # J-4	Prepared food	\$ 1,000
Zone J – Copley Square # J-5	Prepared food	\$ 1,000
Zone J – Copley Square # J-6	Merchandise	\$ 1,000
Zone J – Copley Square # J-7	Prepared food	\$ 1,000
Zone K – C. Columbus Park #K-1	Merchandise	\$ 1,000
Zone K – C. Columbus Park #K-2	Prepared food	\$ 1,500
Zone Z – Moakley Park #Z-1	Frozen Treats	\$ 350
Zone Z –Millennium Park #Z-2	Frozen Treats	\$ 350
Zone Z –Milk Street #Z-3	Prepared food	\$ 500
Zone Z –East Boston Memorial Park #Z-4	Prepared food	\$ 350
<i>*Zone Z –Public Garden #Z-5 <sup>2</sup></i>	<i>Frozen Treats</i>	<i>\$ 500</i>

<sup>1</sup> This vending location may only operate during the designated evening hours from 8 pm to 3am.

<sup>2</sup> This vending location must obtain permits from the Boston Transportation and Public Works Department since the vending location exists on shared space (additional permitting fees may apply, please contact Public Works and BTM to obtain a schedule of fees for the location)



**C. 2016 BPRD Vending Application**

**BOSTON PARKS & RECREATION DEPARTMENT  
2016 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 B&GC/Park 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: Dorothy J. Baxter  
1010 Massachusetts Avenue  
Boston, MA 02118  
Telephone: (617) 994-4744  
Fax: (617) 994-4734

<b>FOR BPRD USE ONLY - Date Received</b> _____
--

### ***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 pushcart. 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.

[illegible]

***G. Additional Requirements***

- 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.
- A proposal 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 Fund for Parks and Recreation for each location requested in the proposal.

## ***H. Vendor Agreement and Regulations***

### **Parks Vending Program Vendor Agreement – Year 2016**

Vendor Name: \_\_\_\_\_

Location Number: \_\_\_\_\_

Location Description: \_\_\_\_\_

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

Monthly Fees off season:  
(Off season runs 1/1 to 3/30 and 10/1 to 12/31)

Hours of operation: \_\_\_\_\_

License fee are due in advance, on the first of each month. Checks should be made payable to the Parks and Recreation Fund. **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: Dorothy J. Baxter**  
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 to anyone other than the Vendor named herein and signed below. 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:

\_\_\_\_\_  
Christopher Cook, Commissioner  
Boston Parks and Recreation Department

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

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

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

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

## **VENDOR PRACTICES 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.

### **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. These 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**

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

Ms. Gloriana Walker  
617-635-5326

##### **Fire Permits – e.g., propane, sterno, etc.**

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

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

#### **STANDARDS**

- 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 Standard Operating Procedures

- 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 of 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, Standards City of Boston Parks and Recreation Department vending program and agree to follow them.

Signature\_\_\_\_\_

Date \_\_\_\_\_

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

AGREED:

\_\_\_\_\_

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

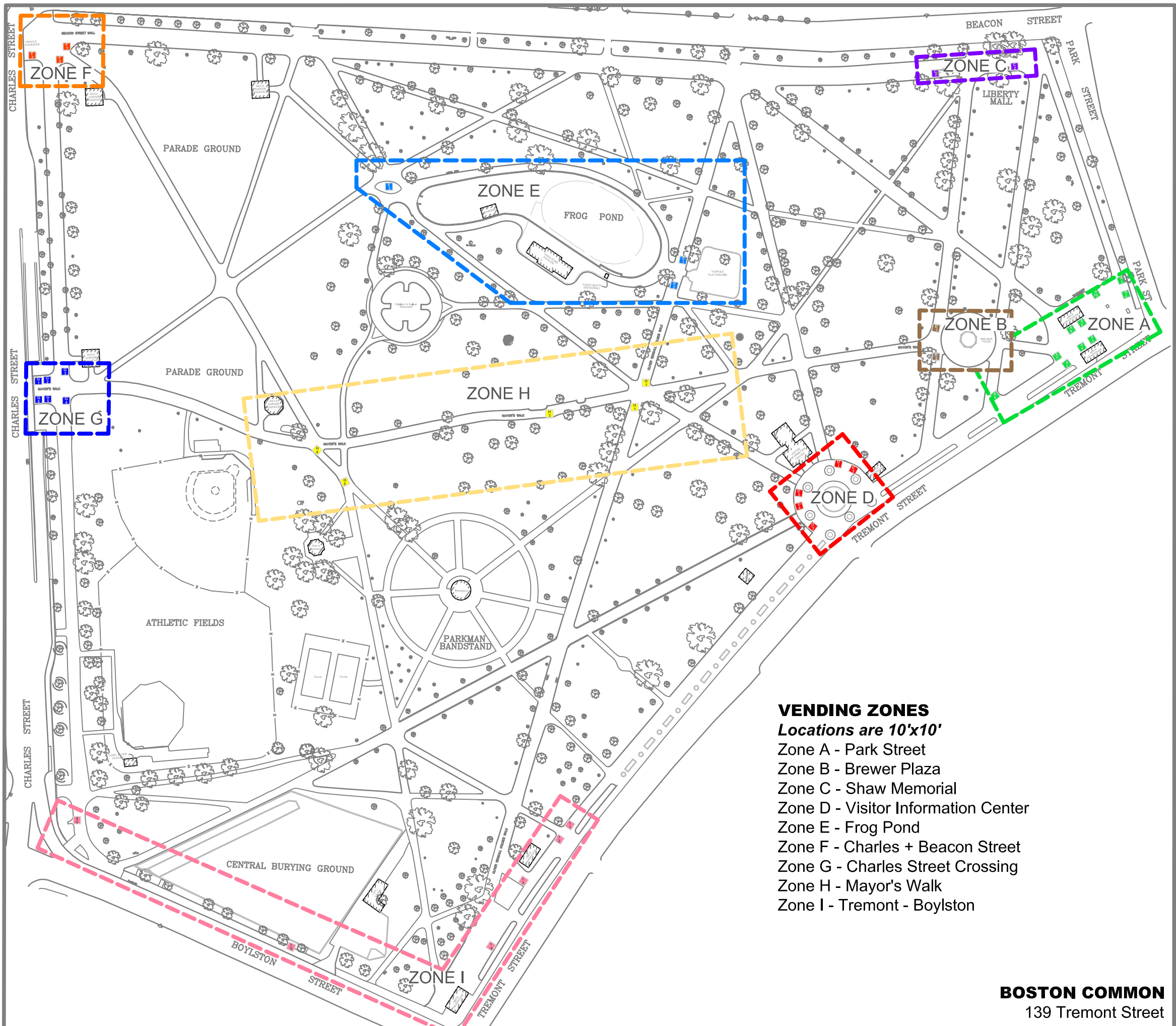
\_\_\_\_\_  
(Name of business)

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

# **Attachment A**

## **Vending Location Maps**

- Boston Common Vending Zones
- Boston Common: Zone A – Park Street
- Boston Common: Zone B – Brewer Plaza
- Boston Common: Zone C – Shaw Memorial
- Boston Common: Zone D – Visitor Information Center
- Boston Common: Zone E – Frog Pond
- Boston Common: Zone F – Charles + Beacon
- Boston Common: Zone G – Charles Street Crossing
- Boston Common: Zone H – Mayor’s Walk
- Boston Common: Zone I – Tremont – Boylston
- Copley Square: Zone J
- Christopher Columbus Park: Zone K



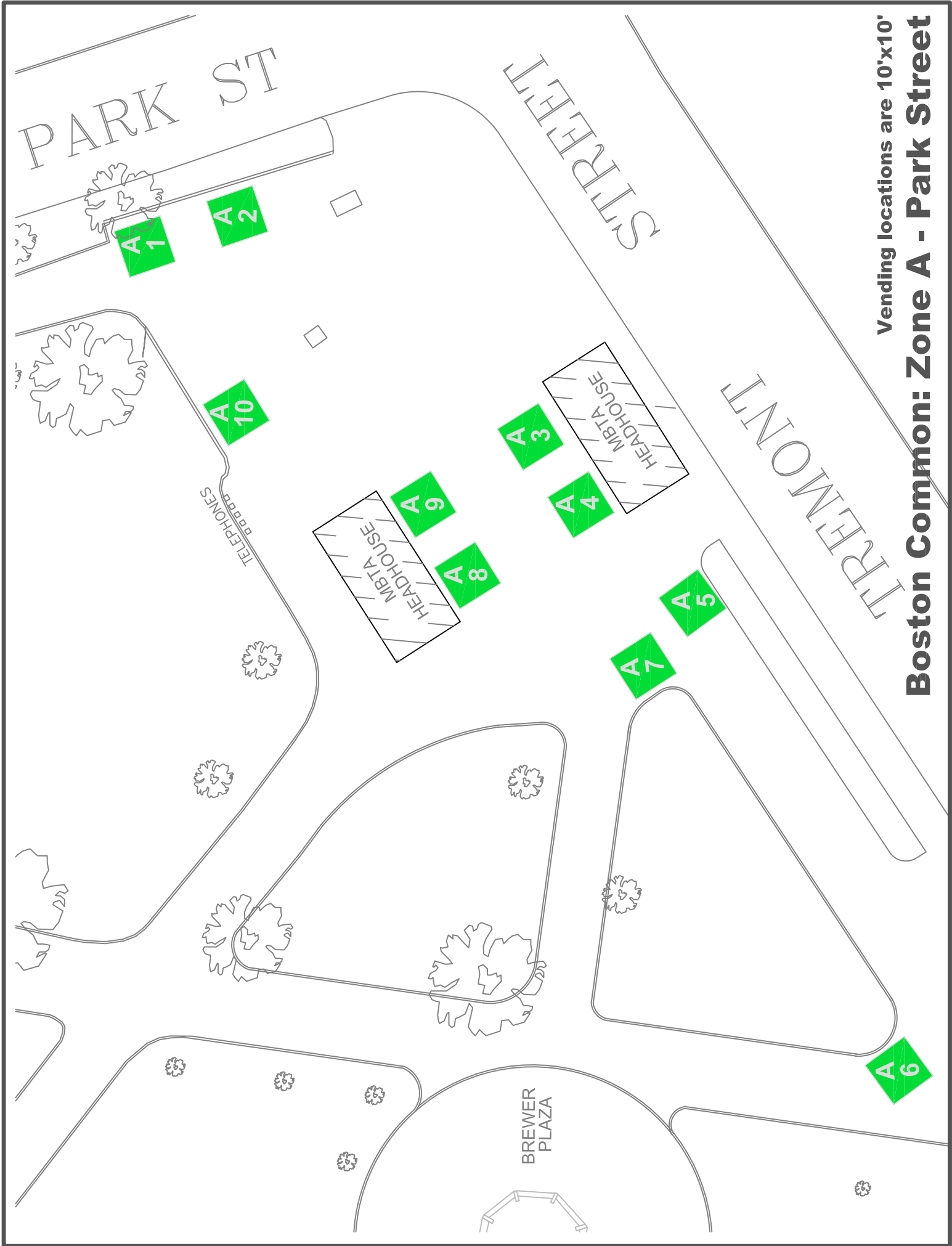
## VENDING ZONES

*Locations are 10'x10'*

- Zone A - Park Street
- Zone B - Brewer Plaza
- Zone C - Shaw Memorial
- Zone D - Visitor Information Center
- Zone E - Frog Pond
- Zone F - Charles + Beacon Street
- Zone G - Charles Street Crossing
- Zone H - Mayor's Walk
- Zone I - Tremont - Boylston

**BOSTON COMMON**

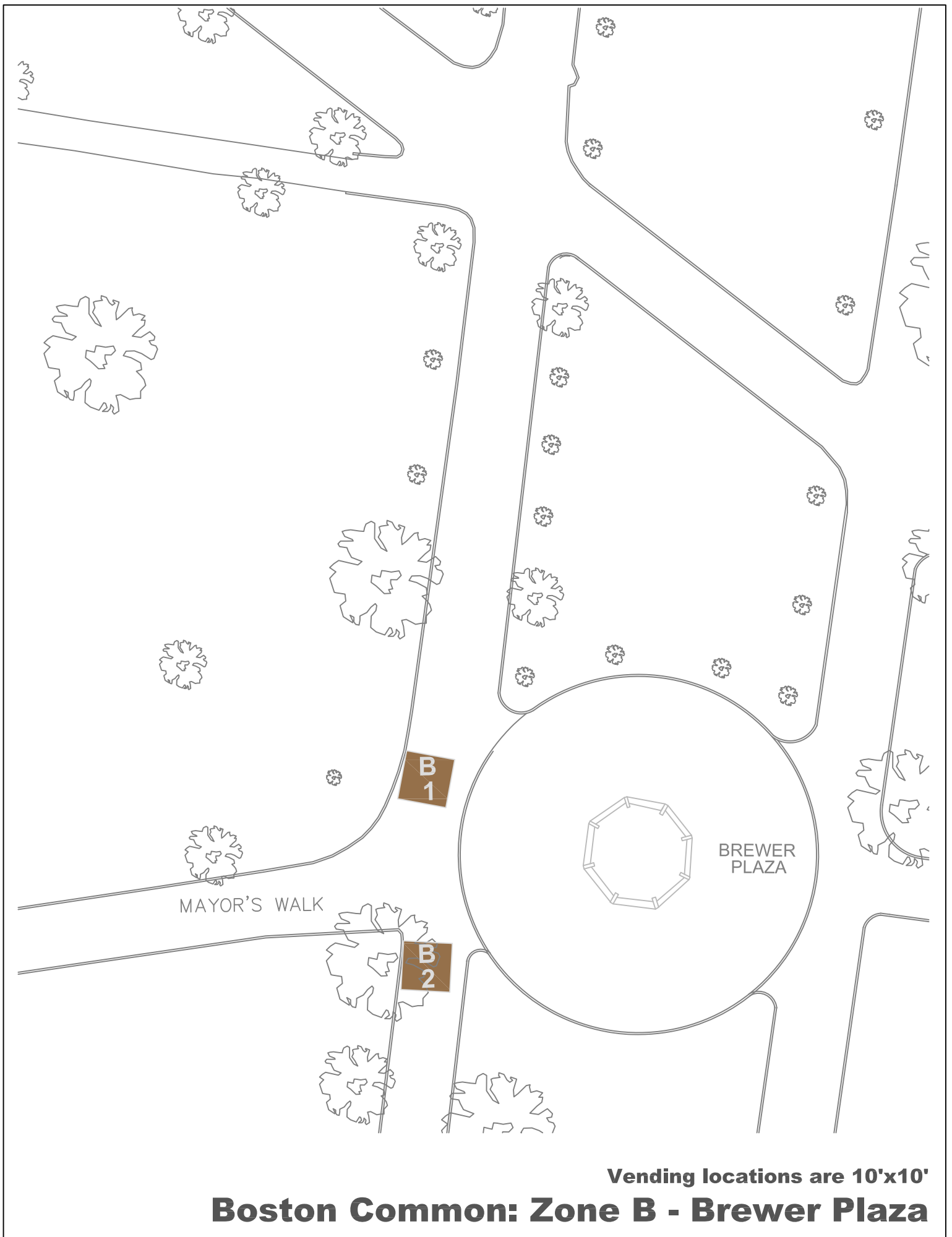
139 Tremont Street



Vending locations are 10'x10'

**Boston Common: Zone A - Park Street**





Vending locations are 10'x10'

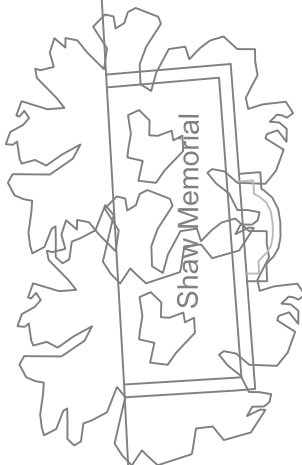
## Boston Common: Zone B - Brewer Plaza



BEACON STREET

PARK

STREET



C 2

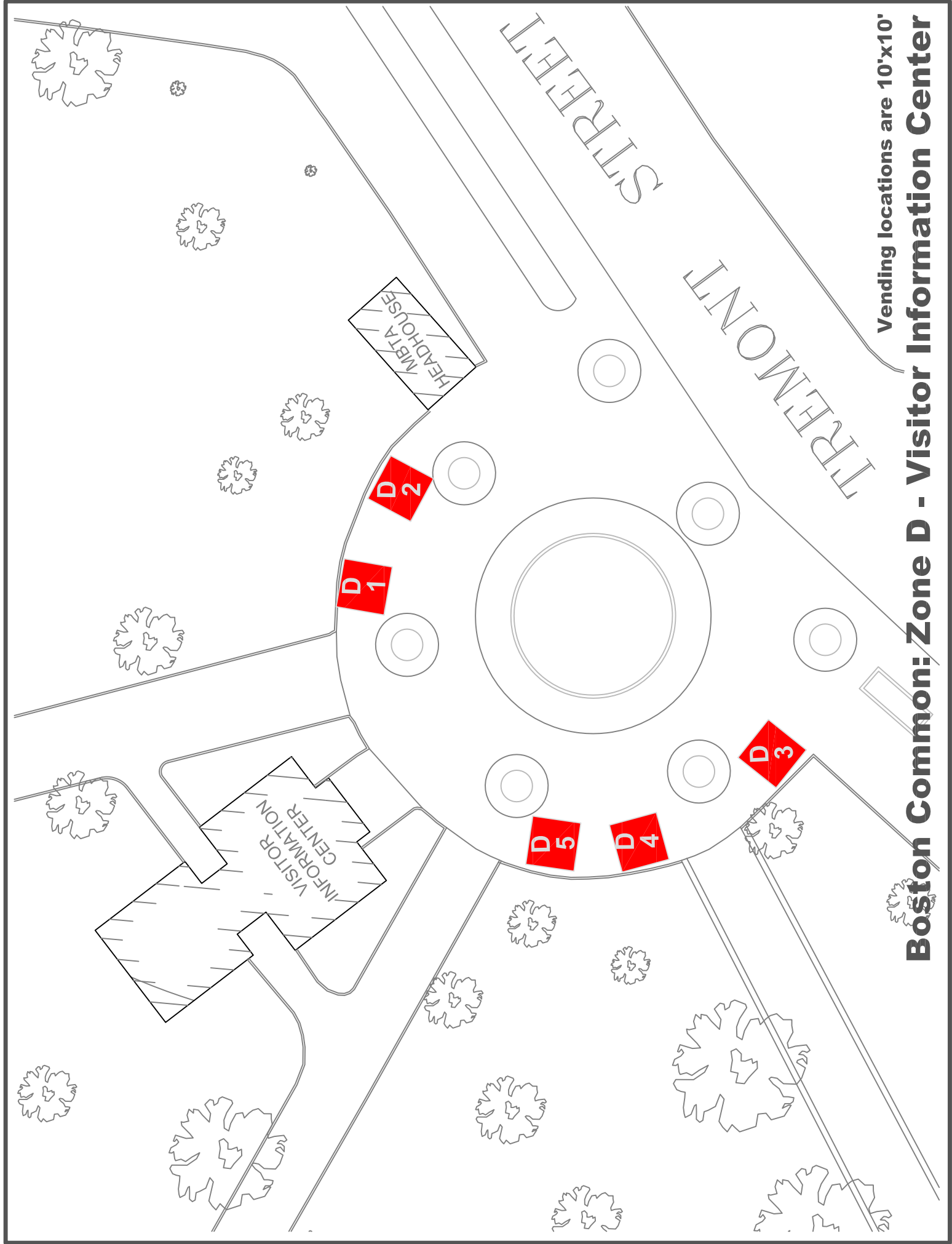
BEACON STREET MALL

LIBERTY MALL

C 1

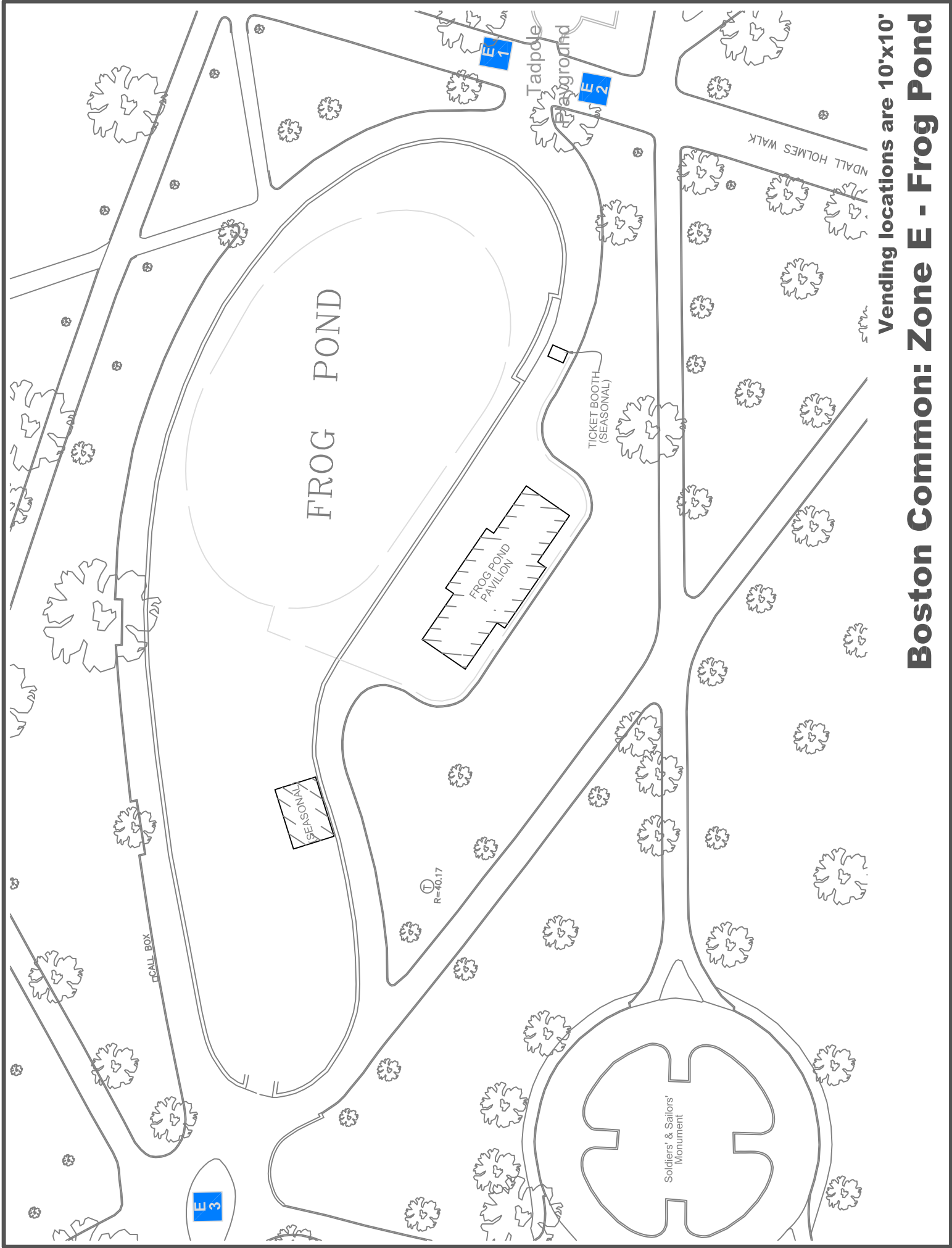
Vending locations are 10'x10'

**Boston Common: Zone C - Shaw Memorial**



Vending locations are 10'x10'

# Boston Common: Zone D - Visitor Information Center



Vending locations are 10'x10'

**Boston Common: Zone E - Frog Pond**

BEACON STREET

CHARLES STREET

BEACON STREET MALL

VEHICLE  
ENTRANCE

F  
3

F  
1

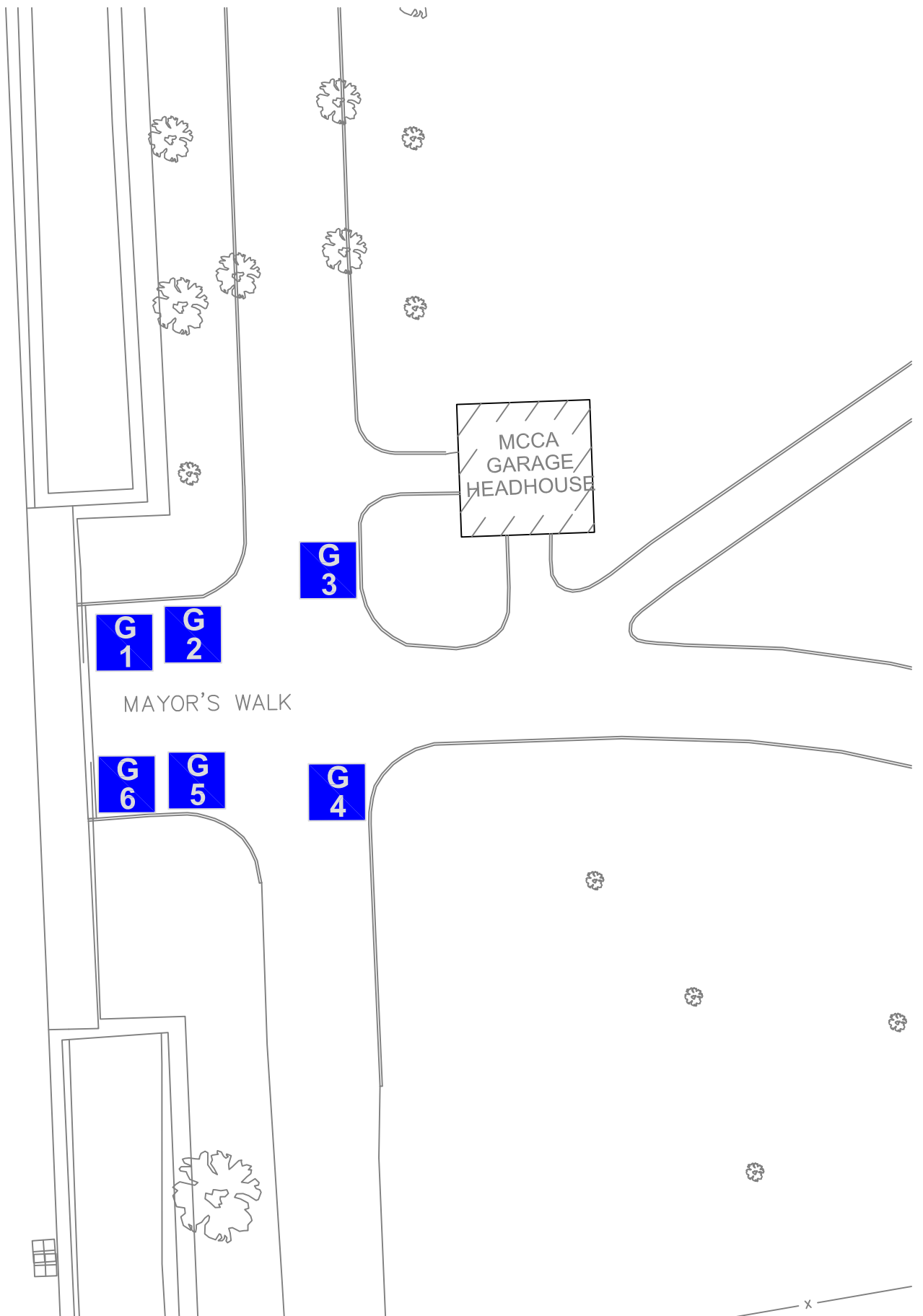
F  
2

MCCA  
GARAGE  
HEADHOUSE

Vending locations are 10'x10'

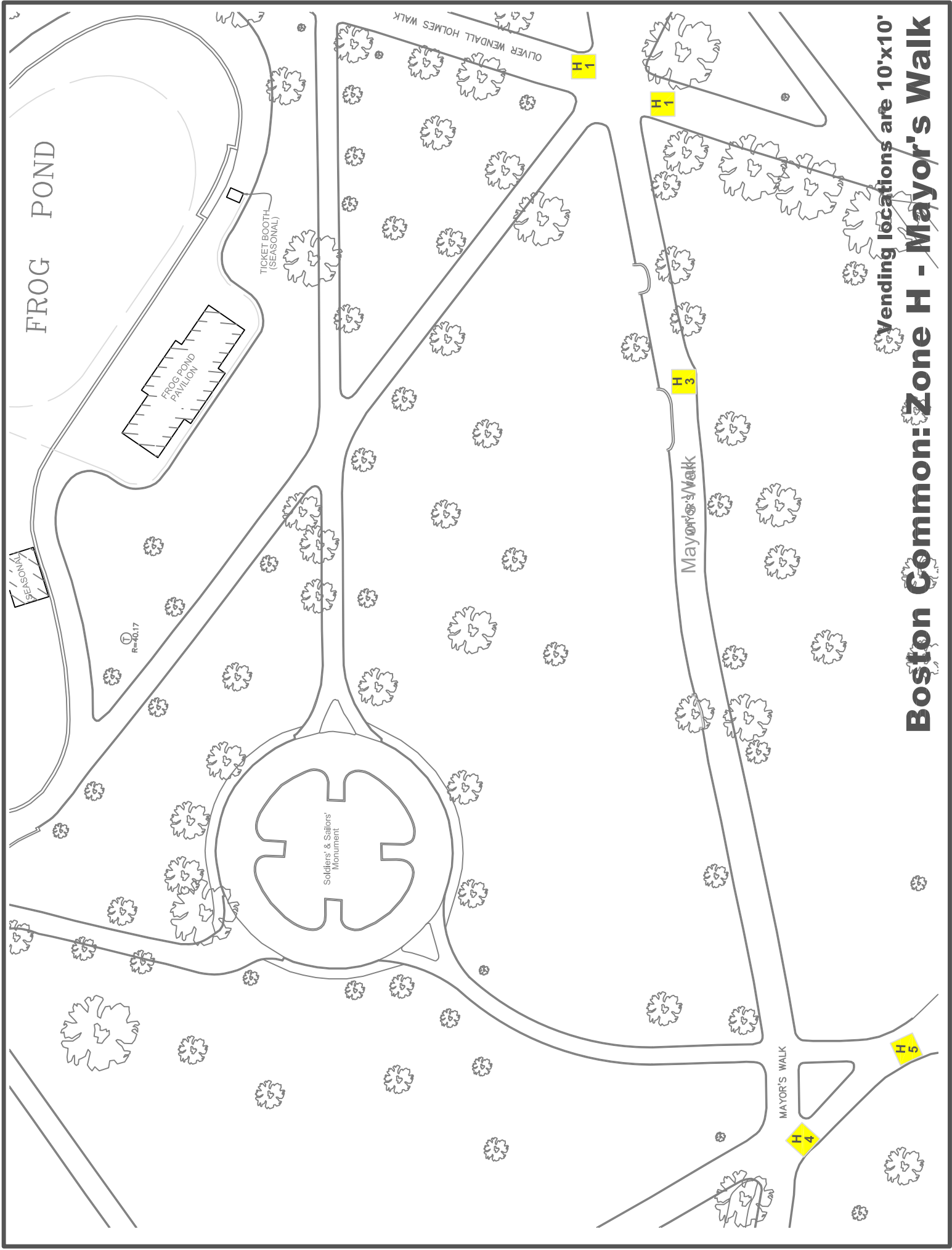
**Boston Common: Zone F - Charles + Beacon**

# CHARLES STREET



Vending locations are 10'x10'

## Boston Common: Zone G - Charles Street Crossing



FROG POND

FROG POND PAVILION

TICKET BOOTH (SEASONAL)

Soldiers' & Sailors' Monument

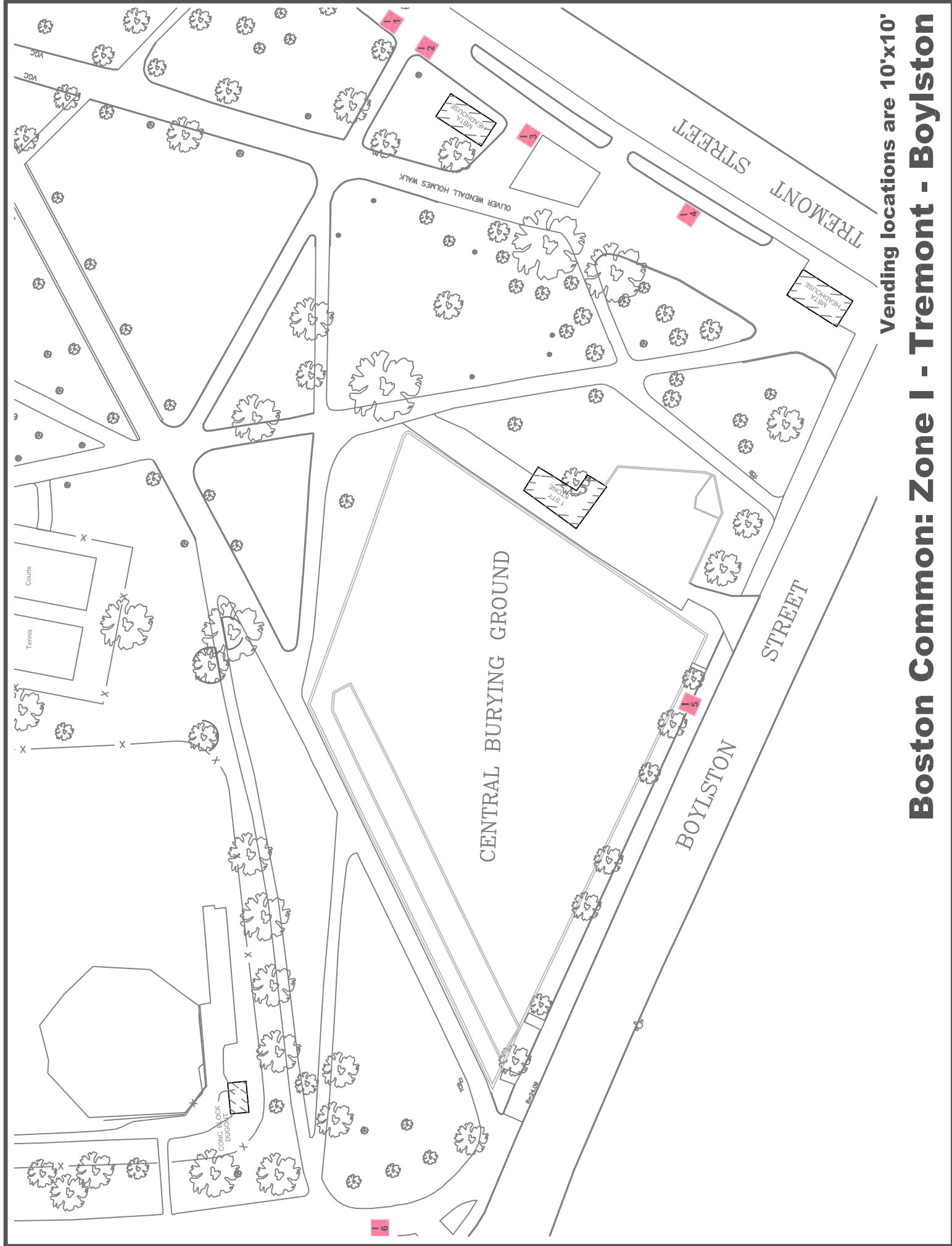
OLIVER WENDALL HOLMES WALK

Mayor's Walk

MAYOR'S WALK

Vending locations are 10'x10'

**Boston Common: Zone H - Mayor's Walk**



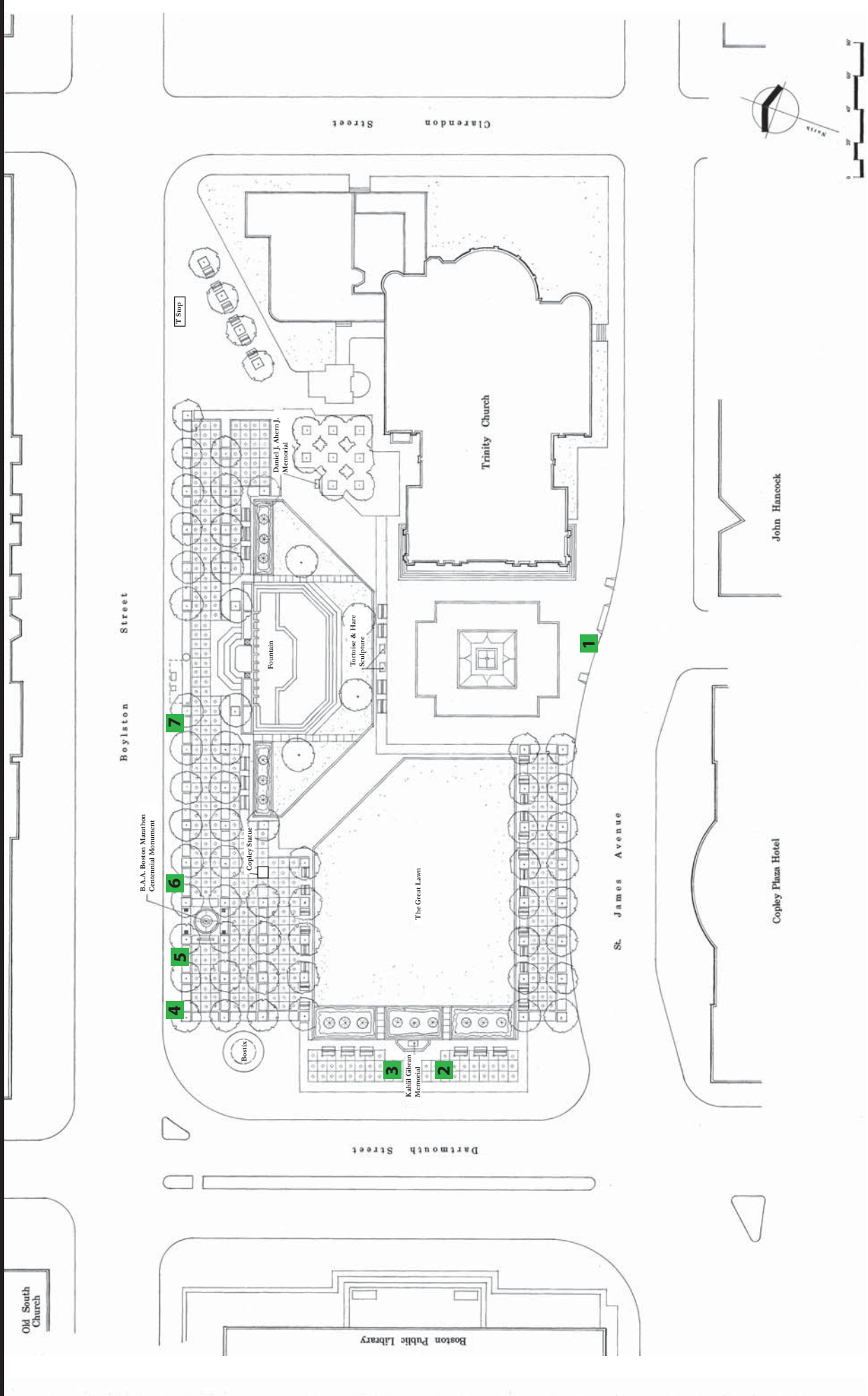
Vending locations are 10'x10'

# Boston Common: Zone I - Tremont - Boylston



Vending locations are 10'x10'

# Copley Square: Zone J





**1** Vending Location



Vending locations are 10'x10'

**Christopher Columbus Park: Zone K**

## **Attachment B**

### **Boston Public Health Commission Healthy Food Procurement Guidelines**





# Boston Public Health Commission Healthy Food Procurement Guidelines

## Standards for Purchased Beverages and Foods





## **Boston Public Health Commission Healthy Food Procurement Guidelines Standards for Purchased Beverages and Foods**

Obesity and chronic disease are major health challenges that contribute to premature death, lower quality of life, and contribute to the dramatic rise in recent healthcare spending. The Boston Racial and Ethnic Approaches to Community Health (REACH) Obesity and Hypertension Demonstration Project is a three-year initiative funded by the federal Centers for Disease Control and Prevention (CDC) that aims to reduce inequities in health outcomes for obesity and hypertension in Black and Latino residents in East Boston, Hyde Park, Dorchester, Roxbury, and Mattapan neighborhoods. Improving systems and making environmental changes that support access to healthy beverages and low sodium food options, can have a significant impact on these inequities and dietary intake, which can ultimately result in better health outcomes. To maximize these efforts, the demonstration project and the Boston Public Health Commission invites organizations to voluntarily adopt practices and develop policies that can result in improving the health outcomes of Black and Latino residents. Applying to approximately half of the U.S. and the majority of adults, individuals who are either African American,  $\geq 50$  years old, or have been diagnosed with high blood pressure, diabetes, or chronic kidney disease should consume no more than 1,500 mg of sodium per day. This document outlines standards that can be used to build organizational policies and practices for purchased meals and snacks. These standards were adapted from sources including New York City guidelines, U.S. Department of Agriculture and U.S. Department of Health and Human Services, 2010 Dietary Guidelines.

**Note:** All standards are defined per serving of food as shown on the product's Nutrition Facts label.

## **Nutrient Standards**

### **Beverages**

Tap water served at all meals and snacks.

### **Sodium**

All individual items contain no more than 480 milligrams (mg) of sodium per serving. When possible, items should contain no more 300 mg of sodium per serving.

### **Artificial Trans Fats**

All prepared and packaged products must contain zero grams (g) of artificial Trans Fat (equivalent to no more than .5 g) per serving.

## **Food and Beverage Standards**

### **Non- dairy beverages**

- Do not serve high-sugar beverages, including non-diet soda, energy drinks, sports drinks, pre-sweetened tea and coffee drinks, juice with added sugar and sweetened water.
- Tap water is served for drinking at all meals and snacks.
- Beverages contain no more than 25 calories per 8 ounces except for 100% juice or milk.
- Fruit juice is 100% juice. Serving size does not exceed 6 ounces for adults and 4 ounces for children.
- 100% vegetable juices are recommended to be served in 6 ounce serving size and should be no-salt or low-sodium varieties (60mg – 140mg per serving).

### **Dairy and dairy alternatives**

- Milk is unflavored and is 1% or skim (non-fat), in 8-ounce serving sizes, with no added sugar
- Fluid milk substitutes (e.g. unflavored soy, rice, and nut) contain no more than 25 g sugar per 8 ounce serving.
- Yogurts are low-fat or non-fat varieties with no more than 30 g sugar per 8 ounces or equivalent (no more than 23g sugar per 6 ounces and no more than 15 g sugar per 4 ounces).

- When possible serve cheese in serving size of 1 ounce and with no more than 240 mg sodium per serving.
- Bread, pasta, cereal, and other grain products**
- Sandwich bread contains at least 2 g fiber, no more than 10 g sugar and no more than 120 mg of sodium per slice. If available, sliced bread with no more than 90mg of sodium per serving is preferable.
  - Pasta, cereals, and other grain products contain at least 2 g fiber and no more than 10 g sugar. When possible, cereal and other grains contain no more than 215 mg sodium per serving.
  - Crackers, chips and salty snacks contain no more than 215 mg sodium per serving. (See snack standards for more information.)

### **Canned foods**

- Canned vegetables contain no more than 290 mg sodium per serving or labeled “No Salt Added”.
- Canned fruits are packed in unsweetened juice or water.

### **Meat and Seafood**

- Frozen poultry or seafood contains no more than 290 mg sodium per serving.
- When possible, fresh beef or pork are extra lean (at least 90% lean).
- Luncheon (processed) meats and bacon contain no more than 300 mg sodium per serving.
- Canned tuna, salmon or other seafood contain no more than 290 mg sodium per serving and are packed in vegetable oil or water.
- Canned beef and pork contain no more than 300 mg sodium per serving.
- It is recommended to serve beef, pork, bacon and luncheon (processed) meats infrequently.

### **Portion controlled frozen food products (e.g., full meals)**

- Frozen whole meals contain no more than 35% of total daily sodium limits. For adults, this is less than 805 mg, and for children, no more than 770 mg.
- All portion controlled convenience foods (e.g., breaded chicken and veal patties, frozen French toast, pancakes, and waffles) contain no more than 480 mg sodium per serving.

### **Condiments**

- Condiments (e.g. soy sauce, marinades and ketchup) should be low-sodium whenever possible.
- Use low-saturated fat, cholesterol free mayonnaise.
- Use salad dressing low in saturated fat. Use canola oil or extra virgin olive oil if possible.

## **Snack Standards**

Snacks can add important nutrients to the overall diet and can help curb hunger. For example, a handful of nuts can satisfy hunger and are a source of important nutrients such as healthy fats, protein, and vitamins. The snack standards listed are in compliance with U.S. Department of Agriculture (USDA) Child & Adult Care Food Program (CACFP) and Massachusetts School and USDA Competitive Foods Standards.

### **Beverages**

- Tap water for drinking is available at all snack times.
- Juice is 100% fruit juice. Serving size does not exceed 6 ounces for adults and 4 ounces for children.
- Milk is unflavored and is 1% or skim (non-fat).
- All beverages served are less than 25 calories per 8 ounces except for 100% juice and milk.
- Offer 100% juice as a snack no more than 2 times per week.

### **Fruit and Vegetables**

- Serve minimally processed or whole fruits and vegetables when possible.
  - Recommended fruit or vegetable choices are broccoli, carrot sticks, celery sticks, pepper slices, salads, apples, bananas, pears, oranges, dried fruit, applesauce with no sugar added, and canned fruit in unsweetened juice.

### **Bread and Grains**

- Sandwich bread contains at least 2 g fiber, no more than 10 g sugar and no more than 120 mg of sodium per slice. If available, sliced bread with no more than 90 mg of sodium per serving is preferable.
- All items served are whole grain (e.g. whole wheat or whole oats is the 1<sup>st</sup> ingredient listed on a nutrition facts label).
  - Recommended choices are whole wheat, pita triangles, whole grain cereal, whole grain crackers, whole grain bread, rice cakes, and popcorn.

### **Protein**

- Serve lean sources of protein.



## **Meal Standards**

The standards below are to be used in conjunction with the Food and Beverage Standards, when meals are being served.

### **Fruits and Vegetables**

Note: Starchy vegetables include white potatoes, corn, green peas and lima beans.

- Serve a minimum of two servings of fruit and/or vegetables per meal for lunch and dinner.
- Serve a minimum of five servings of fruits and vegetables per day for organizations serving breakfast, lunch, and dinner.
- Programs serving meals less than 5 days per week, serve at least 3 servings of non-starchy vegetables weekly per lunch and per dinner.
- Programs serving meals more than 5 days per week, serve at least 5 servings of non-starchy vegetables weekly per lunch and per dinner.
- Serve fresh or frozen fruits and vegetables instead of canned whenever possible.

### **Fruit juice**

- Serve only 100% fruit juice. Limit portion size to less than 6 ounces per serving for adults, 4 ounces for children.
- If meals are provided, serve juice no more than once per day.
- If providing snacks only, serve juice no more than 2 times per week.

### **Food preparation and service**

- Do not use deep fryers or deep frying methods.
- To help ensure healthy portion sizes, establish a program-specific guideline for serving containers (e.g. portion-control size food plates and beverage cups).

**Attachment C**  
**City of Boston**  
**Criminal Offender Record Information Policy (CORI)**

## **4-7 CORI SCREENING BY VENDORS OF THE CITY OF BOSTON.**

### **4-7.1 Purpose.**

These sections are intended to ensure that the persons and businesses supplying goods and/or services to the City of Boston deploy fair policies relating to the screening and identification of persons with criminal backgrounds through the CORI system.

### **4-7.2 Definitions.**

Unless specifically indicated otherwise, these definitions shall apply and control in CBC 4-7.

*Applicant* means any current or prospective employee, licensee, or volunteer and includes all persons included in 803 CMR 2.03.

*Awarding authority* means any department, agency, or office of the City of Boston that purchases goods and/or services from a vendor.

*CHSB* means the Criminal History Systems Board defined in MGL c6 and 803CMR 2.00.

*City* means the City of Boston or department, agency, or office thereof.

*Otherwise qualified* means any applicant that meets all other criteria for a position or consideration for a position.

*Vendor* means any vendor, contractor, or supplier of goods and/or services to the City of Boston.

### **4-7.3 CORI-Related Standards of the City of Boston.**

The City of Boston will do business only with vendors that have adopted and employ CORI-related policies, practices, and standards that are consistent with City standards.

The City of Boston employs CORI-related policies and practices that are fair to all persons involved and seeks to do business with vendors that have substantially similar policies and practices. The awarding authority shall review all vendors' CORI policies for consistency with City standards. The awarding authority shall consider all vendors' CORI standards as part of the criteria to be evaluated in the awarding of a contract and will consider a vendor's execution of the CORI standards to be evaluated among the performance criteria of a contract. The awarding authority shall consider any vendor's deviation from the CORI standards as grounds for rejection, rescission, revocation, or any other termination of the contract.

The CORI-related policies and practices of the City include, but are not limited to:

- a. The City does not conduct a CORI check on an applicant unless a CORI check is required by law or the City has made a good faith determination that the relevant position is of such sensitivity that a CORI report is warranted.
- b. The City reviews the qualifications of an applicant and determines that an applicant is otherwise qualified for the relevant position before the City conducts a CORI check. The City does not conduct a CORI check for an applicant that is not otherwise qualified for a relevant position.
- c. If the City has been authorized by the CHSB to receive CORI reports consisting solely of conviction and case-pending information and the CORI report received by the City contains other information (i.e. cases disposed favorably for the applicant such as not guilty, dismissal) then the City informs the applicant and provides the applicant with a copy of CHSB's information for the applicant to pursue correction.
- d. When the City receives a proper CORI report of an applicant that contains only the CORI information that the City is authorized to receive and the City is inclined to refuse, rescind, or revoke the offer of a position to an applicant then the City fully complies with 803 CMR 6.11 by, including, but not limited to, notifying the applicant of the potential adverse employment action, providing the applicant with a photocopy of the CORI report received by the City, informing the applicant of the specific parts of the CORI report that concern the City, providing an opportunity for the applicant to discuss the CORI report with the City including an opportunity for the applicant to present information rebutting the accuracy and/or relevance of the CORI report, reviewing any information and documentation received from the applicant, and documenting all steps taken to comply with 803 CMR 6.11.
- e. The City makes final employment-related decisions based on all of the information available to the City, including the seriousness of the crime(s), the relevance of the crime(s), the number of crime(s), the age of the crime(s), and the occurrences in the life of the applicant since the crime(s). If the final decision of the City is adverse to the applicant and results in the refusal, rescission, or revocation of a position with the City then the City promptly notifies the applicant of the decision and the specific reason(s) therefor.

#### **4-7.4 Waiver.**

Under exigent circumstances, an awarding authority, by its highest ranking member, may grant a waiver of CBC 4-7.3 on a contract-by-contract basis and shall submit a written record of the waiver to the Office of Civil Rights and to the Boston City Council's Staff Director who shall provide a copy to each and every City Councilor. The written record shall include, but not be limited to, (a) a summary of the terms of the contract, (b) the details of the vendor's failure or refusal to conform with the City's CORI-related standards, and (c) a brief analysis of the exigency causing the grant of waiver.

No waiver may be considered perfected unless the awarding authority fully complies with the provisions of this sub-section.

#### **4-7.5 Data Collection and Report.**

Any awarding authority, vendor, applicant, or other interested party may contact the Office of Civil Rights to report any problems, concerns, or suggestions regarding the implementation, compliance, and impacts of these sections, and the Office of Civil Rights shall log every comment received with a summary of the comment and shall keep on file any written comments. Subsequent to logging any comment, the Office of Civil Rights may refer a complaint to the CHSB and shall notify the relevant awarding authority. The Office of Civil Rights shall prepare a written report including, but not limited to, a summary of the granted waivers, a summary of any feedback regarding CORI-related policies and/or practices, and any other information or analysis deemed noteworthy by the Director of the Office of Civil Rights. The Office of Civil Rights shall file the report with the Boston City Council via the Boston City Clerk every six (6) months from the implementation date of these sections.

#### **4-7.6 Applicability.**

If any provision of these sections imposes greater restrictions or obligations than those imposed by any other general law, special law, regulation, rule, ordinance, order, or policy then the provisions of these sections shall control.

#### **4-7.7 Regulatory Authority.**

The Office of Civil Rights shall have the authority to promulgate rules and regulations necessary to implement and enforce these sections and may promulgate a form of the affidavit.

#### **4-7.8 Severability.**

If any provision of these sections shall be held to be invalid by a court of competent jurisdiction, then such provision shall be considered separately and apart from the remaining provisions, which shall remain in full force and effect.

#### **4-7.9 Implementation.**

The provisions of these sections shall be effective on July 1, 2006.