

PURCHASING DIVISION
CITY OF WORCESTER
MASSACHUSETTS 01608-1895
ROOM 201 - CITY HALL, 455 MAIN ST.
PHONE (508) 799-1220

SEALED BID INVITATION
(Supplies, Material, Equipment, Services)

AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

BID NO. 8126-W4

DATE: April 16, 2024

CITY OF WORCESTER
Christopher J. Gagliastro, MCPPO
Purchasing Agent

BUYER: Christopher J. Gagliastro

NOTICE TO BIDDERS
TERMS AND CONDITIONS

All bids are subject to the terms and conditions and specificity herein set forth except where specifically deleted by the City of Worcester in Section No. 6 below.

COMPLETE ORIGINAL COPY (including ALL pages) OF THIS BID MUST BE SUBMITTED IN A SEALED ENVELOPE:

DATE: April 29, 2024, TIME: 4:00 P.M. LOCAL TIME

PLACE: Purchasing Division, Room 201, City Hall, Worcester, Massachusetts

MARK SEALED ENVELOPE **"Sealed Bid No. 8126-W4, Concession Services / DPW & Parks"**

The name and address of the bidder must appear in the upper left hand corner of the envelope. The City of Worcester is not responsible for bids not properly marked.

GENERAL

1. This Bid Invitation covers: Provide vending / concession services (food, drink) at various Parks locations for calendar year 2024 as per the attached requirements and specifications of the City of Worcester.
2. A certified check or bid bond made payable to the "City Treasurer, City of Worcester" in the Amount of \$ N/A must accompany this bid.
3. All bids received will be publicly opened and read in the Bid Room at City Hall at date and time shown above.
NO BID WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED
4. A performance bond in the amount of \$ N/A of the total dollar award is required.
5. A payment bond in the amount of \$ N/A of the total dollar award is required.
6. All terms and conditions are applicable to this proposal except the following section numbers which are hereby deleted from this invitation: 23, 24, 33 - 43
7. Please go to www.worcesterma.gov to obtain bid results following bid closing date.

Questions pertaining to this bid **must be** directed to Christopher J. Gagliastro via e-mail at gagliastroc@worcesterma.gov

8. The following meanings are attached to the defined words when used in this bid form.
 - (a) The word “City” means The City of Worcester, Massachusetts.
 - (b) The word “Bidder” means the person, firm or corporation submitting a bid on these specifications or any part thereof.
 - (c) The word “Contractor” means the person, firm or corporation with whom the contract is made by carrying out the provisions of these specifications and the contract.
 - (d) The words “Firm Price” shall mean a guarantee against price increases during the life of the contract.
9. Any prospective bidder requesting a change in or interpretation of existing specifications of terms and conditions must do so within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date. All requests are to be in writing to the Purchasing Division (or e-mailed at: gagliastroc@worcesterma.gov). No changes will be considered or any interpretation issued unless the request is in our hands within five (5) days (Saturdays, Sundays and Holidays excluded) BEFORE scheduled bid opening date.
10. The contractor will be required to indemnify and save harmless the City of Worcester, for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors, etc., during this contract.
11. The Contract Agreement will be in the form customarily employed by the City of Worcester Parks Division.
12. Bids which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions will be rejected as informal by the Purchasing Agent. **Conditional bids will not be accepted.**
13. The Bidder must certify that no official or employee of the City of Worcester, Massachusetts is pecuniarily interested in this proposal or in the contract which the bidder offers to execute or in expected profits to arise therefrom, unless there has been compliance with provisions of G.L. C. 43 Sec. 27, and that this bid is made in good faith without fraud or collusion or connection with any other person submitting a proposal.
14. As the City of Worcester is exempt from the payment of Federal Excise Taxes and Massachusetts Sales Tax, prices quoted herein are not to include these taxes.
15. All prices are to be firm F.O.B. Destination, City of Worcester, Massachusetts, unless otherwise indicated by the City. **Time reserved for award is ninety days.**
16. In case of error in the extension prices quoted herein, the unit price will govern.
17. It is understood and agreed that should any price reductions occur between the opening of this bid and delivery of any order, the benefit of all such reductions will be extended to the city.
18. The City of Worcester reserves the right to reject any and all bids, wholly or in part, and to make awards in a manner deemed in the best interest of the City.
19. Awards will be made to highest bidder(s) that meet the minimum qualifications as noted in these specifications.
20. The supplier will be bound by all applicable statutory provisions of law of the Federal Government, the Commonwealth of Massachusetts, the City of Worcester, and the Department of Public Safety of the Commonwealth of Massachusetts.
21. Any bid withdrawn after time and date specified, the bidder shall forfeit deposit on bid as liquidated damages.
22. The contractor will not be permitted to either assign or underlet the contract, not assign either legally or equitably any monies hereunder, or its claim thereto without the previous written consent of the City Treasurer and of the Purchasing Agent of the City of Worcester.
23. If this bid shall be accepted by the City, and the bidder shall fail to contract as aforesaid and to give a bond in the amount as specified in Section 4, within ten (10) days, (not including Sunday or a legal Holiday) from the date of the mailing of a notice from the City to him/her, according to the address given herewith, that the contract is ready for signature, the City may by option determine that the bidder has abandoned the contract and thereupon the proposal and acceptance shall be null and void and the bid security accompanying this proposal shall become the property of the City as liquidated damages.

24. When quoting, the bidder shall submit a signed copy of this bid form, and if bid accepted by the City shall constitute part of the contract of purchase. Do not detach any part of this form 30B (Sealed Bid Goods & Services) when submitting a bid. Bidder must sign and return complete form 30B (Sealed Bid Goods & Services).
25. If in the judgment of the Purchasing Agent any property is needlessly damaged by an act or omission of the contractor or his/her employees, servants or agent, the amount of such damages shall be determined by the Purchasing Agent of the City of Worcester and such amount shall be deducted from any money due the contractor or may be recovered from said contractor in actions at law.
26. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents and/or Acts of God.

INSURANCE AND WORKER'S COMPENSATION

27. COMMERCIAL GENERAL LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing general liability coverage of not less than \$ 1,000,000.00 per occurrence / \$ 2,000,000.00 aggregate.
28. AUTOMOBILE LIABILITY INSURANCE: Contractor to supply the City of Worcester with certificates of insurance evidencing automobile liability coverage, bodily injury and property damage combined single limit, of \$ 1,000,000.00 (all owned, hired, and non-owned autos).
29. COMPENSATION INSURANCE: The contractor shall furnish the City of Worcester with certificates showing that all of his/her employees who shall be connected with this work are protected under statutory worker's compensation insurance policies.
30. The Contractor shall carry public liability insurance with an insurance company satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contractor or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Contractor or for anyone of his employ during the execution of the contract.
31. Prior to starting on this contract, the Contractor shall deposit with the Contracting Officer certificates from the insurer to the effect that the insurance policies required in the above paragraphs have been issued to the Contractor. The certificates must be on a form satisfactory to the Purchasing Agent.
32. Except as may otherwise be stated herein, the Contractor shall also carry bodily injury and property damage insurance in an amount not less than those set forth above covering the operation of all motor powered vehicles owned or operated by the Contractor and engaged in this contract.

DISCOUNT

33. Prompt pay discounts will be considered when determining the low bid except when discounts are for a period of less than 30 days. In this event discounts will not be taken into consideration when determining low bid.
34. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the contract is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

GUARANTEE

35. The bidder to who a contract is awarded guarantees to the City of Worcester all equipment, materials and or workmanship for a period of one (1) year after final inspection and acceptance and shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.

DELIVERIES AND COMPLETION

36. It is understood and agreed that in the event of failure on the part of the bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within twelve (12) days from date of notification. Should the successful bidder fail to make delivery or complete contract within time specified, the City reserves the right to make the purchase on such orders at the open market and charge any excess over contract price to the account of the successful bidder, who shall pay the same.
37. The contractor shall familiarize himself with the location and facilities for storage.
38. The City through its Purchasing Division reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.

SAMPLING AND ANALYSIS

39. Each bidder must state the commercial name of the product quoted, name, and address of operator or agent from whom the product will be purchased and in addition shall furnish an analysis of the product, date of analysis, by whom made and their address.
40. Samples of the product to be delivered may be taken by a representative of the City, either prior to delivery or while it is being delivered in the storage facilities at destination, or will be taken from the storage facilities to which the product has been delivered as determined from time to time by the Purchasing Agent. Bidder agrees to furnish the necessary manual labor, without additional cost required to assemble the physical samples, which is to be performed under the direction of the city representative.
41. The representative of the City taking the samples shall be given the opportunity, while sampling, to affix his or her signature to the delivery slip each item represented in his/her sample.
42. Any product after the sampling and analysis, not found meeting the requirements of the contract shall be sufficient cause for the cancellation of the contract at the option of the Purchasing Agent.
43. If any product is found that does not meet the analysis submitted by the bidder in his/her proposal, the Purchasing Agent may, at his or her option, exercise his/her right to reject the product and require that all or any part thereof shall be removed promptly by and at the expense of the contractor and replace it forthwith with a product satisfactory to the Purchasing Agent, or to retain the product and compensate the contractor in an amount as determined by the Purchasing Agent and the City Manager.
44. It is understood and agreed that it shall be a material breach of any contract resulting from this bid for the Contractor to engage in any practice which shall violate any provisions of Massachusetts General Laws, Chapter 151B, relative to discrimination in hiring, discharge, compensation, or terms, conditions, or privileges of employment because of race, color, religious creed, national origin, sex, age, or ancestry.
45. The undersigned as bidder, declares that the only parties interested in this proposal as principals are named herein; that this proposal is made without collusion with any other person, firm or corporation, that no officer or agent of the City is directly or indirectly interested in this bid; and he/she proposes and agrees that if this proposal is accepted he/she will contract with the City in accordance with the specifications, also the terms and conditions as spelled out in this bid form.
46. No Person, including but not limited to corporations, partnerships, limited partnerships or limited liability corporations, shall be eligible to receive a contract under this invitation to bid and/or requires for proposal if that person has been convicted of any felony offense involving the distribution of controlled substances as that term is defined under Chapter 94C of the General Laws and, for contracts to be performed for on-site services to the Worcester Public Schools, if that person or any person to be employed by that person in the performance of such on-site services has been convicted of a "sex offense" or a "sex offense involving a child" or a "sexually violent offense" or would meet the definition of "sexually violent predator" as those terms are defined in Section 178C of the General Laws and who must register with the sex offender registry board.

47. The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ for work or services relating to this contract any unfit person or anyone not skilled in the task assigned to him. In light of the fact that the performance of this contract requires the Contractor and its employees to have significant interaction with the public, the Contractor shall require all employees who may perform services under this contract to conduct themselves in a courteous, professional manner. If the Contractor is notified by the Contract Officer that any person engaged upon the work is incompetent, unfaithful, disorderly, discourteous, or otherwise unsatisfactory, then such person shall be discharged from providing services or work pursuant to this contract. Without limiting the generality of the foregoing, intimidation, threats and/or violent conduct of any kind or nature directed to members of the public are absolutely prohibited. Failure to comply with this requirement shall be grounds for termination of the contract.
48. The Contractor's performance may be evaluated on an ongoing basis including but not limited to consideration of complaints received from members of the public. In order to facilitate this evaluation, the Contractor shall provide the City with documents and records upon request. A high number of unresolved complaints, any number of complaints that are particularly severe, or employment of individuals who have been convicted of assault or other violent crimes shall be grounds for the early termination or non-renewal of the contract by the City.
49. The Contractor, acting through its owner(s) or any of its employees, or its agents or sub-contractors and any of their employees, shall not engage in any behavior, whether during the course of its duties under this contract or at any other time, that is illegal, criminal, or otherwise shocking or offensive to the general public. The determination whether any particular behavior is illegal, criminal, or shocking to the general public shall rest in the sound judgment of the Contracting Officer or the City Manager. In making such determination, the Contracting Officer or the City Manager shall apply the general standards of the community. No criminal conviction or formal charges shall be required to make such determination. Such behavior need be something more than trivial and something which would cause the general public to have concerns either about the safety of individuals coming in contact with the Contractor or about the character and integrity of the individuals with which the City does business. Violation of this provision shall be grounds for immediate and unilateral termination of this contract by the City upon five days' notice as otherwise provided herein

GIVE FULL NAMES AND RESIDENCES OF ALL PERSONS INTERESTED IN THE FOREGOING PROPOSAL.

(NOTICE: Give first and last name in full; in case of corporations, give corporate name and names of President, Treasurer, and Manager; and in case of firms give names of the individual members)

Name	Address	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

KINDLY FURNISH THE FOLLOWING INFORMATION REGARDING BIDDER:

(1)	If a Proprietorship
Name of Owner _____	
Business Address _____	
Zip Code _____	Telephone No. _____
Home Address _____	
Zip Code _____	Telephone No. _____

(2)	If a Partnership	
Full names and addresses of all partners		
<u>Name</u>	<u>Address</u>	<u>Zip Code</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
Business Address _____		Zip Code _____
Tel. No. _____		

(3) If a Corporation

Full Legal Name _____

State of Incorporation _____ Qualified in Massachusetts? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

GIVE THE FOLLOWING INFORMATION REGARDING SURETY COMPANY

Full Legal Name of Surety Company _____

State of Incorporation _____ Admitted in Massachusetts? Yes _____ No _____

Principal Place of Business _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Place of Business in Massachusetts _____

Street _____ P.O. Box _____

City/Town _____ State _____ Zip _____

Telephone No. _____

NOTE

The Office of the Attorney General, Washington, D.C. requires the following information on all bid proposals amounting to \$1,000.00 or more.

F.I.D. Number of bidder _____

This number is regularly used by companies when filing their "EMPLOYER'S FEDERAL TAX RETURN, U.S." Treasury Department Form 941.

AUTHORIZED SIGNATURE OF BIDDER _____ TITLE _____
PLEASE SIGN

DATE _____ BID SECURITY \$ _____

The name of Customer Service Representative and the Contract Administrator responsible for servicing this account in the event of contract award are:

NAME (PLEASE PRINT) *Customer Service Rep.* _____ TEL. NO. _____

NAME (PLEASE PRINT) *Contract Administrator* _____ TEL. NO. _____

FAX NUMBER _____ FAX # _____

E-MAIL (Customer Service Rep.): _____

E-MAIL (Contract Administrator): _____

UNDER MASSACHUSETTS GENERAL LAWS, CHAPTER 30B: SECTION 10, THE FOLLOWING CERTIFICATION MUST BE PROVIDED:

Section 10. A person submitting a bid or a proposal for the procurement or disposal of supplies, or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

" The undersigned certifies under penalties of perjury that this bid, or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals."

(Please Print) _____

Name of Person Signing Bid

Signature of Person Signing Bid

Company

No award will be made without vendor certification of the above.

Bidders must state and identify the product offered, such as manufacturer's name, trade name, brand name and quality next to each item. WE MUST KNOW WHAT HAS BEEN OFFERED.

The quantities shown herein are estimated only and the Contractor will be required to furnish all quantities ordered by the City during the period of the contract.

YES ☒ NO ☐

Delivery to be made to: Worcester, MA

This Bid includes addenda numbered _____

NO PRICE ADJUSTMENTS ALLOWED. PRICES QUOTED ARE FINAL. CHECK BEFORE SIGNING!

BIDDER TO COMPLETE ITEMS BELOW

Item No.	Estimated Quantity	Description	Mfg.	Model No.	Unit Price	Total Amount
		<p>Concession Services at various Parks Locations for May 1, 2024, to October 31, 2024, as per the attached requirements and specifications of the City of Worcester Parks Division.</p> <p>Quotes may be emailed to gagliastroc@worcesterma.gov</p> <p>Questions must be directed to Chris Gagliastro at gagliastroc@worcesterma.gov</p>				<p>City has set minimum bid amounts.</p> <p>Bidders shall provide a price per location and their qualifications.</p>

TERMS, CASH DISCOUNT N/A % 30 DAYS, NET 45 DAYS.

DELIVERY AND/OR COMPLETION TO BE MADE WITHIN as required DAYS FROM DATE OF NOTIFICATION BY THE CITY.

NAME OF BIDDER _____

CITY OF WORCESTER NOTICE TO BIDDERS

City of Worcester DPW & Parks; Parks, Recreation & Cemetery Division

CONCESSIONS SERVICES– 2024 / Bid #: 8126-W4

Completed bids for the following mobile concessions for the 2024 Season will be received at the Purchasing Department, Room 201, City Hall, Worcester, MA 01608. You may also email completed bid documents to gagliastroc@worcesterma.gov

Vending/Concessions Services – various parks & playgrounds

Note: For all Bid locations Special Events affiliated or sponsored by DPW and Parks; Parks, Recreation & Cemetery Division are excluded from this contract. The Division may sell items as it sees fit, during any special event.

Bidders are required to state their qualifications, and include this information with bid submission:

- Name and location of business
- Number of years in business (minimum of one year)
- Business Plan / Qualifications including types of equipment used, services to be provided, food to be offered, expected work hours and number of staff
 - Price list for all food items to be included with bid.
- List of references (minimum of two)
- Indicate status as a minority, women, veteran or disadvantaged business.
- Applicants must be 21 year of age or over.

Food bids (not limited to ice cream, hot dogs, drinks, etc.) are the only bids that will be accepted.

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

SPECIFICATIONS

Concessions Services 2024

Green Hill Park - On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.
Location: Bidder must be located in one of the two parking lots within the core of the park.

Note: Concessionaire will not be allowed to sell any items on or around Green Hill Municipal Golf Course or Clubhouse at any time.

Note #2: Green Hill Park will have limited Vehicle access for the month of July 2024 due to roadway construction

Crompton Park - On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division or fundraising events sponsored by Green Island Neighborhood or Oak Hill CDC.. This includes opening of swimming pool.

Location: Parking Lot only.

Kendrick Park - On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division. Joe Schwartz Little League has permission from the Parks and Recreation Commission to sell refreshments during the year, and this bid will not exclude them from selling.

Location: Parking Lot near basketball court.

Christoforo Columbo Park - On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division. Truck will only be allowed in the parking area by the splash pad. No other entry into the park will be allowed.

Location: Parking Lot

Lake Park -

On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division, or refreshments sold by Baseball Leagues using the park.

Also Note: Concessionaire will not be allowed to sell at State High School District Games in June (Dates to be announced) or State and Regional Tournaments in July & August. (Dates to be announced) and/or other events approved by the Parks, Recreation & Cemetery Department.

Location: Upper parking lot

Beaver Brook

On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division, Ted Williams Little League & Worcester Vikings have permission from the Parks & Recreation Commission to sell refreshments during the year.

Location: Mann St or Chandler St Parling Lot

Institute Park

On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Salisbury St only

Elm Park

On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division

Location: Russell St

University Park

On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Gates St or Illinois St

City Hall Common On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: TBD once vendor is selected

Greenwood On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division. Truck will only be allowed in the parking area by the splash pad. No other entry into the park will be allowed.

Location: Forsberg St near spray park

Blithewood On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Parking Lot

Holmes Field On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Plantation St in parking cutout

Vernon Hill On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Parking Lot Ames St

Newton Hill On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Pleasant St near tennis courts

Knights of Columbus On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Parking Lot

Great Brook Valley On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Parking Lot

Mulcahy On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Parking Lot

Logan Field On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Mill St near main entrance

Indian Hill On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Parking Lot

Farber Field On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Dedicated location on left side of park

Glodis Field

On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division. N

Location: Parking Lot

Phil O'Connell Field

On or about May 1, 2024, and through October 31, 2024, from 8:00 AM to Sunset, the DPW and Parks; Parks, Recreation & Cemetery Division has the right not to allow vending at permitted events or for any other special event scheduled by the Parks, Recreation, & Cemetery Division.

Location: Grove St

BATHING BEACHES

Indian Lake Beach

Clason Road -

On or about July 1, 2024, or when beaches officially open for the season through August 20, 2024, or when beaches officially close, from 11:00 am – 7:00 PM.

Location: Parking Lot

Coes Pond

Mill Street -

On or about July 1, 2024, or when beaches officially open for season through August 20, 2024, from 11:00 am – 7:00 PM

Location: Mill St

Shore Park Beach

Shore Drive -

On or about July 1, 2024, or when beaches officially open for the season through August 20, 2024, or when beaches officially close, from 11:00 am – 7:00 PM.

Location: Parking Lot

Bell Pond

On or about July 1, 2024, or when beaches officially open through August 20, 2024, from 11:00 am – 7:00 PM.

Location: Parking Lot

Bid #: 8126-W4
Concessions Services (DPW & Parks)

Equipment

Mobile food trucks / trailers to be available to serve the public visiting the above areas.

Rules/Regulations

All successful bidders must complete the application and all paperwork required by the city upon award. See attached forms.

The successful bidder is responsible for maintaining and operating a clean and attractive food business with all proper documentation and permits as required by Federal, State and Local rules and regulations.

All refuse and rubbish must be removed at the expense of the lessee, and effort made to pick up the litter around the area in the park or beach where the mobile food trucks are stationed. No employees or equipment of the city are to be used by the successful bidder.

Concessions are not to be sublet.

Food bids are strictly for selling food/ drinks

Concessionaire must supply their own supplies including but not limited to trash receptacles, trash bags, electricity (power), seating, tables etc.

No alcoholic beverages shall be sold.

Due to the varying leisure hours of people in conjunction with organized and informal recreation programs, the successful bidder will confer with the Parks, Recreation and Cemetery Division as to the most suitable time and location for food service in keeping with good business practices.

The City of Worcester, DPW & Parks, Recreation & Cemetery Division has approved the free lunch program at all Parks.

The City of Worcester Parks may be under construction during this operating time. The city will not reduce bids in these cases.

All successful bidders must comply with all of the City of Worcester, DPW & Parks; Parks, Recreation & Cemetery Division rules and regulations.

The City reserves the right to reject any and all bids

The City will accept a five (5) equal installment payment plan for all fees due to DPW & Parks. The first payment will be due June 1, 2024, with remaining payments due July 1, 2024, August 1, 2024, September 1, 2024 & October 1, 2024. It is the responsibility of the awarded concessionaire to make payments in a timely manner and within the parameters noted above.

The selling of concessions shall be from 8:00 AM to Sunset (must be off site by sunset)

All locations will be determined by DPW & Parks; Parks, Recreation & Cemetery Division. At locations where concessionaires impact grass, DPW & Parks; Parks, Recreation & Cemetery Division will require concessionaires to rotate locations every two weeks.

No music or sound permits are permitted with concession bids

Concessionaires are not allowed to use stakes when securing tents, umbrella, or any other equipment.

Inspectors from DPW & Parks; Parks, Recreation & Cemetery Division, Inspectional Services and/or Fire Department will visit sites unannounced to inspect operations, ensure proper maintenance and review related permits.

DPW & Parks; Parks, Recreation & Cemetery Division does not allow concessionaires to drive or propel any motorized vehicles in any park, playground, or beach except on regular roads. To drive any vehicle upon any sidewalk of any boundary road or public park or of any parkway under the control of the DPW & Parks; Parks, Recreation & Cemetery Division except in accordance with a written event permit and staff supervision from DPW & Parks; Parks, Recreation & Cemetery Division. Only city vehicles and DPW & Parks; Parks, Recreation & Cemetery vehicles are allowed access inside parks.

For all the bid locations mentioned above, special events, organizations or leagues affiliated with or sponsored by the DPW and Parks; Parks, Recreation & Cemetery Division are excluded from this contract. The Division, organizations or affiliates may sell items as it sees fit during any special event or league games, when all authorizations have been secured. All concessionaires are responsible to ensure garbage is disposed of in proper containers. All concessionaires are required to have a trash disposal unit available for patrons use. All trash must be removed from site. The DPW and Parks, Recreation & Cemetery Division asks that all concessionaires limit trash by controlling what is given out.

Bid Requirements

Certified checks or money orders must be submitted to the Parks Division within five (5) days of notice of contract award. Notices will be issued by the Parks Division.

Price list of all items to be sold must be submitted with bid.

Bids are per location.

Bid Preferences

The City is issuing this bid with the intention of awarding to disadvantaged businesses.

Priority for award of locations shall be as follows:

1. Highest bid price
2. Worcester based, minority, women, or veteran owned business
3. Worcester based business
4. Minority, women, or veteran owned business

Pricing / Location Page
Bid #: 8126-W4 - Concession Services (DPW & Parks)

- Bidder may bid any location(s). Line-item award.

Bidders to check below the location bidding (food) below

Item	Park Location	Minimum Bid	Amount Bid
1	Green Hill Park	\$600.00	\$
2	Crompton Park	\$800.00	\$
3	Kendrick Park	\$350.00	\$
4	Christoforo Columbo Park	\$800.00	\$
5	Lake Park	\$400.00	\$
6	Beaver Brook	\$400.00	\$
7	Institute Park	\$300.00	\$
8	Elm Park	\$1,000.00	\$
9	University Park	\$200.00	\$
10	City Hall Common	\$1,000.00	\$
11	Greenwood	\$500.00	\$
12	Blithewood	\$200.00	\$
13	Holmes Field	\$200.00	\$
14	Vernon Hill	\$200.00	\$
15	Newton Hill	\$200.00	\$
16	Knights of Columbus	\$200.00	\$
17	Great Brook Valley	\$200.00	\$
18	Mulcahy	\$200.00	\$
19	Logan Field	\$200.00	\$
20	Indian Hill	\$200.00	\$
21	Farber Field	\$500.00	\$
22	Glodis Field	\$500.00	\$
23	Phil O'Connell Field	\$500.00	\$
	Bathing Beaches		
24	Indian Lake Beach (Clason Road)	\$500.00	\$
25	Coes Pond (Mill Street)	\$500.00	\$
26	Shore Park Beach (Shore Drive)	\$500.00	\$
27	Bell Pond (Belmont Street)	\$500.00	\$

PLEASE BE ADVISED DUE TO fiscal and/or staffing constraints, the beach may not open during the summer of 2024 The concessionaire understands this and shall not seek any damages from the City of Worcester. Should a beach not be opened in 2024, the fee amount will be returned to the vendor.

The City of Worcester, DPW & Parks; Parks, Recreation & Cemetery Division will accept a five (5) equal installment payment plan for fees due to the Parks, Recreation & Cemetery Division only. First Payment is due on June 1, 2024, with additional payments due on July 1, 2024, August 1, 2024 September 1, 2024 & a final/complete payment on October 1, 2024.

BIDDER NAME: _____



The City of
WORCESTER
Department of Public Works & Parks

Department of Public Works & Parks
Parks, Recreation & Cemetery Division
50 Officer Manny Familia Way, Worcester, MA 01605
P | 508-799-1190 F | 508-799-1293
parks@worcesterma.gov

2024 Concession Permit

Name of Awarded Facility: _____ Today's Date: _____

Name of Business: _____ Website: _____

Name of Applicant: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Cell Phone#: _____ Alternate Phone #: _____

Date Registered as Business: _____ What City: _____ SS# or Fed. Tax ID: _____ Ma Tax#: _____

Have you ever held a concession license with the City of Worcester, Parks, Recreation, Cemetery Division: _____ Yes _____ No

What products will you be vending? _____

Do you hold a valid state hawkers and peddlers license? _____ Yes _____ No (need to provide a copy of the license)

License # _____

Do you hold a valid SERV safe license? _____ Yes _____ No (need to provide a copy of the license) License # _____

Do you have licenses from Worcester health & human services-public health & code division? _____ Yes _____ No

(Need to provide a copy of all licenses)

Do you have a valid Allergen Awareness Certification? _____ Yes _____ No (Need to provide a copy of all licenses)

Do you have insurance? _____ Yes _____ No (Need to provide binder)

Do you have photos of mobile/pushcart or concession items _____ Yes _____ No (Please provide photos)

Are you using any generators? _____ Yes _____ No (Will need permit from Fire Prevention no matter the size)

***Fire Prevention must sign below**

*Application to keep, store, manufacture, and/or handle flammable and/or combustible liquids, per Massachusetts Comprehensive Fire Safety Code, 527 CMR 1.00: Ch.66 (Flammable & Combustible Liquids), section 66.1.5. The scope of 527 CMR 1.00 includes, but is not limited to, the following in accordance with M.G.L. c. 22D and M.G.L. c. 148 and as prescribed by M.G.L. c. 143 § 96.

*Fire Prevention follows NFPA 96 Section 17.5.2.1 for generators at events

Name of Fire Prevention Employee (Please Print): _____

Official Fire Prevention Employee Signature: _____ Date: _____

- 1) Cori/Sori checks on all people selling concessions at Parks must be completed
- 2) Alcoholic beverages are NOT allowed in parks facilities (see item 20 on the rules and regulations)
- 3) There is a fee for concession permits. See Bid
- 4) Concession is from May 1 through October 31 of each year from 8am to sunset. (Must vacate the park before sunset)
- 5) The City reserves the right to minimize or cancel use of facilities based on renovations and/or maintenance.
- 6) Mobile/Pushcarts must be removed from the area at the end of each day.
- 7) Concessionaire agrees to keep the area clean of refuse and rubbish. Concessionaire must have trash receptacles available to patrons. Receptacle and trash is to be removed at the end of each day and disposed of by the Concessionaire..
- 8) No Smoking in Parks and Open Spaces as per city ordinance
- 9) DPW & Parks; Parks, Recreation & Cemetery Division does not allow concessionaires to drive or propel any motorized vehicles in any park, playground, or beach except on regular roads. To drive any vehicle upon any sidewalk of any boundary road or public park or of any parkway under the control of the DPW & Parks; Parks, Recreation & Cemetery Division except in accordance with a written event permit and staff supervision from DPW & Parks; Parks, Recreation & Cemetery Division. Only city vehicles and DPW & Parks; Parks, Recreation & Cemetery vehicles are allowed access inside parks.
- 10) The City of Worcester DPW & Parks, Parks, Recreation & Cemetery Division requires that the undersigned submit proof of liability insurance with a minimum of \$1 Million in Commercial General Liability and a policy endorsement which indemnifies and holds harmless the City of Worcester, DPW & Parks, Parks, Recreation & Cemetery Division and Parks & Recreation Commission. Some events may require a higher limit of Insurance. The City of Worcester is not responsible for any accidents or damages to persons or property resulting from the issuance of this permit.
- 11) Concessionaire must supply their own supplies including but not limited to trash receptacles, trash bags, electricity (power), seating, tables etc.
- 12) Concessionaires are not allowed to use stakes when securing tents, umbrella, or any other equipment.
- 13) No music or sound permitted with concession bids
- 14) The City will accept a five (5) equal installment payment plan for all fees due to the DPW & Parks. The first payment will be due June 1, 2024, with remaining payments due July 1, 2024, August 1, 2024, September 1, 2024 & October 1, 2024. It is the responsibility of the awarded concessionaire to make payments in a timely manner and within the parameters noted above.
- 15) Event Permits will take precedent over concession permits. It will be the event organizers decision on who they want to use as concessionaires.
- 16) Concession permits will be within the hours of 8am and Sunset. No after dark operation unless under an Event Permit with written consent.
- 17) All successful bidders must comply with all of the City of Worcester, DPW & Parks; Parks, Recreation & Cemetery Division rules and regulations.

Inspectional Services-Food Division

If checked "Yes" below, or if required by the city, applicant must contact
Inspectional Service 25 Meade Street at 508-799-1198 x 33030 or inspections@worcesterma.gov.
A copy of all permits must then be submitted to Parks to complete the application process.

_____ Yes _____ No Will you be serving food?
Copy of the food permit will be required by Parks.
Oil will not be allowed to be disposed of in sewer drains, a disposal plan must be submitted with
The application.

_____ Yes _____ No Will you be using a food truck?
*All food trucks must have the proper permits

Fire Prevention Department

If checked "Yes" below, or if required by the city, applicant must contact
Fire Prevention – 141 Grove Street at 508-799-1821 or wfd@worcesterma.gov.
A copy of all permits must then be submitted to Parks to complete the application process.

_____ Yes _____ No Will you be using Grills? What size Grill? _____ How many grills? _____
(A permit from the Fire Department may be required if using propane grills.
If using a charcoal grill, it is your responsibility to remove all charcoal and its debris from the park.)
*For any grill you must have a 20 BC fire extinguisher on site.
*** The Worcester Fire Department may limit the quantity of LP-Gas that may be stored under a permit, such as during special events, where unusual conditions exist. Additional requirements may be included that are within the intent and purpose of 527 CMR Table 1.12.8.50 and 527 CMR 69.**

_____ Yes _____ No Will you be using a generator?
*Will need a permit from Fire Prevention (no matter the size of the generator)
*Application to keep, store, manufacture, and/or handle flammable and/or combustible liquids, per
Massachusetts Comprehensive Fire Safety Code, 527 CMR 1.00: Ch.66 (Flammable & Combustible
Liquids), section 66.1.5. The scope of 527 CMR 1.00 includes, but is not limited to, the following in
accordance with M.G.L. c. 22D and M.G.L c. 148 and as prescribed by M.G.L. c. 143 § 96.
*Fire Prevention follows NFPA 96 Section 17.5.2.1 for generators at events

City of Worcester – Department of Public Works & Parks – Parks, Recreation & Cemetery Division Rules & Regulations

The DPW & Parks – Parks, Recreation & Cemetery Division of the City of Worcester, by virtue of the authority delegated to it under chapter 45 of the General Laws of Massachusetts and every other power thereto enabling, hereby makes and publishes the following rules and regulations which shall not only be limited to the following and DPW & Parks – Parks, but Recreation & Cemetery Division reserves the right to make additional changes or expansions without notice at any given time.

Within the limit of lands under the management of the City of Worcester – Department of Public Works and Parks, Parks, Recreation & Cemetery Division, it shall be unlawful for any person/organization:

1. No group outing/picnics will be guaranteed in any park, playground, or beach under the jurisdiction of the DPW & Parks, Parks, Recreation & Cemetery Division unless a written permit from the DPW & Parks, Parks, Recreation & Cemetery Division has been obtained.
2. Permit request for fields will only be issued between 9:00AM and 3:30 PM, Monday – Friday (Non-Holidays business days). There will be no refunds or credits issued for any reason, no information will be given, nor permit will be issued over the telephone. The City of Worcester DPW & Parks, Parks, Recreation & Cemetery Division has a fee schedule, policies, rules, and regulations governing all parks. The DPW & Parks, Parks, Recreation and Cemetery Division reserves the right to deny permits to those individuals and organizations that have in the past shown disregard for the policies, rules & regulations.
3. Groups of 15 or more are required to obtain a permit
4. All event permit holders have the right to use the vendors/concessionaires of their choice. Daily vendor/concessionaire that have been assigned a park cannot vend unless written permission is given to the Parks office from the event permit holder.
5. To use permit given for something other than for the designated event/vending/sport specified on application.
6. Failure to have all proper permits submitted prior to the event may be fined and may incur additional cost that may occur.
7. To destroy, or misuse park property, or to injure or climb trees, lawns, shrubs, plants in any park, playground, beach, or other areas under the jurisdiction of the DPW & Parks, Parks, Recreation & Cemetery Division.
8. The use of but not limited to confetti, rice, artificial flowers, paint, etc. are not allowed at any park due to environmental impact, safety of wildlife, and the debris that is left. A fine and cleanup cost may be assigned to those who disregard this rule.
9. To deface, remove or destroy any sign or notice or protective device placed in a park, playground, and or beach.
10. To commit any unlawful act of violence or disturbance toward other people or to disturb the animals, birds, fish etc. or commit any act of nuisance in any park, playground, beach area, recreation area or facility.
11. To obstruct, hinder, or impede the movement/work of employees of the DPW & Parks – Parks, Recreation & Cemetery Division.
12. To fail to comply in any public park (including boundary road thereof) or other public place (including any parkway) under the control of the DPW & Parks – Parks, Recreation & Cemetery Division any reasonable direction given by any police officer or by any DPW & Parks – Parks, Recreation & Cemetery Division employee or contained in any notice posted by the DPW & Parks – Parks, Recreation & Cemetery Division.
13. To throw, deposit or leave any rubbish or litter in any park, playground, or beach area, except in container placed for such purpose. Household trash, hazardous waste, debris, or any other material cannot be thrown/dumped into any park or park container violates the City of Worcester Ordinance, Chapter eight of the Revised Ordinances of 2008, Section 6A.
14. To feed waterfowl & animals is prohibited in any park, playground, or beach. Chapter fifteen- Fines and Penalties of the City of Worcester Ordinance.
15. To play golf or to practice it with putter or other club or stick of any kind upon or within any public park, playground, or beach except in those areas purposely set aside for this activity or in conjunction with any organized city recreation program.
16. To take any animal into any park, playground, or beach in violation of the City of Worcester ordinance.
17. To operate a phonogram, bullhorns, radio, loudspeaker, amplifier, or otherwise create noise at a level that violates the City Noise Ordinance, Part I, Chapter 9, Section 1A, of the Revised Ordinances of 2008 Part One – as Amended of the City of Worcester. Any phonogram, bullhorn, radio, speaker, loudspeaker, or amplifier in any of the City of Worcester Public Parks, playgrounds, playing fields, or public property or building shall not be plainly audible at a distance of 50 feet or more from said Public Park, playground, playing field, public property or building a permit/permits from the City of Worcester will be required.
18. To sell or offer for sale any goods or ware, to do any advertising of any nature, to make a fire unless approved by the DPW & Parks, Parks, Recreation & Cemetery Division. To play a game or chance for money or other item in value or to distribute or advertise Tobacco, alcohol, medication, drugs, or pornographic material.
19. To discharge or have any firearms in any park, playground, or beach, except with a permit for those areas specifically authorized by the DPW & Parks, Parks, Recreation & Cemetery Division.
20. To commit any trespass in any public park, playground, or beach within the city between the hours of 10:00 PM and 5:00 AM, or other set times except with a written permit from the DPW & Park, Parks, Recreation & Cemetery Division. A trespass shall be any unauthorized entry in, upon, or across any property under the jurisdiction of the DPW & Parks, Parks, Recreation & Cemetery Division.
21. To drive any Commercial vehicle into any park except on business of the DPW & Parks, Parks, Recreation & Cemetery Division, or to give driving instruction to any person in any type of vehicle in any park or to learn to drive any vehicle in any park, or to drive or propel any automobile, motorcycle, motor bicycle, bicycle, or other motor vehicle (except on regular park roads) or to repair cars in a park, or to park any car on any road except in areas designated for parking or to park any vehicle along any roadway or to park any unauthorized automobile after dark, or to clean/wax any vehicle. Such vehicles will be towed at owner's expense.
22. To drive or propel any motorized vehicle in any park, playground, or beach except on regular roads. To drive any vehicle upon any sidewalk of any boundary road or public park or of any parkway under the control of the DPW & Parks, Parks, Recreation & Cemetery Division except in accordance with a written event permit and staff supervision from DPW & Parks, Parks, Recreation & Cemetery Division. Only city vehicles and DPW & Parks, Parks, Recreation & Cemetery vehicles are allowed access inside park.

23. To erect a booth, tent, sleeping tent, sleeping bag, inflatable rides, stall, camper, motor home or other structures or to sleep/camp or lodge in any park, playground, without the written permit of the DPW & Parks, Parks, Recreation & Cemetery Division, or to use a tent unless stake-less and/or without the written permission of the DPW & Parks, Parks, Recreation & Cemetery Division.
24. To play any active ball games in any park, playground, or beach except in areas set aside for such games.
25. To place any snow or ice removed from private property upon any park property, sidewalk, grass area, roadway, parking areas or any boundary road of a public park or of any parkway under the control of the DPW & Parks, Parks, Recreation & Cemetery Division. Chapter fifteen- Fines and Penalties of the City of Worcester Ordinance.
26. To place any leaves or debris removed from private property upon any park property, sidewalk, grass area, roadway, parking areas or any boundary road of a public park or of any parkway under the control of the DPW & Parks, Parks, Recreation & Cemetery Division.
27. **Alcoholic Beverages:** To possess, sell or drink any alcoholic beverages as define in Chapter 138 Section 1 of the Massachusetts General Laws while on, in, or upon any park, playground, or beach or other areas under the jurisdiction of the DPW & Parks, Parks, Recreation & Cemetery Division. Except on Worcester Common as approved by the Worcester Parks & Recreation Commission and with a special liquor permit in addition to the DPW & Parks, Parks, Recreation & Cemetery Division permit.
28. It is unlawful and not allowed, to smoke in any public, park, playground, or beach as per the City of Worcester Ordinance.
29. To use or possess illegal drugs while in or upon any park, playground or beach, or any other areas under the jurisdiction of the DPW & Parks, Parks, Recreation & Cemetery Division.
30. To roller blade, roller skate, skateboard, or ride a bike in any designated park area unless specially identified for this purpose.
31. To boat/float on a flotation device, motorized watercraft, or winter snow/ice vehicles (snowmobiles, etc.) are not allowed on or in any body of water (ice or snow covered) within a public park unless specifically authorized by a written permit issued by the City of Worcester, DPW & Parks, Parks, Recreation & Cemetery Division. No boats, flotation devices except US Coast Guard approved life jackets. No motorized watercrafts shall be launched within 150' of any public beach.
32. To ice skate on any body of water within a public park except those water bodies designated for such use. Those designated for such use are Elm Park (3 meres) and University Park Pond. At all sites the ice must be declare safe by the DPW & Parks, Parks, Recreation & Cemetery Division.
33. The DPW & Parks, Parks, Recreation & Cemetery Division shall first approve any field, facility, or structure improvements, desired to be made by any organizations permitted to use a public park.
34. In the event of inclement weather conditions on a given date, DPW & Parks, Parks, Recreation & Cemetery Division may rescind a permit and restrict the use of any field or park at their determination such use will have a negative long-term effect on the facility.
35. Open.
36. All vending/concessions must abide by the vending/ concession rules, the City of Worcester Ordinance and the Parks, Recreation, & Cemetery Division Rules and Regulations. Failure to follow all ordinances, rules and regulations may result in fines and could have vending/concession permit revoked.
37. All vending/concessions must have been approved by the standard city process and have an official vending/concession permit.
38. Any sport league or organization hosting, managing, or operating a sports tournament, must submit a Sports Tournament Permit Application for this particular event.
39. Itinerant musicians, street performers, buskers are to abide by the City of Worcester Ordinance Chapter 12, Section 26 (h) of the Revised Ordinances of 2008 relative to itinerant musicians as amended.
40. All Parks & Recreation Commission agenda items must be submitted a minimum of 3 (three) business days before each meeting to the parks@worcesterma.gov email.
41. **Additional policy for the use of the Common:** To commit any trespass between the hours of 10:00 PM and 5:00 AM, except with a written permit from the DPW& Parks, Parks, Recreation & Cemetery Division. A trespass shall be any unauthorized entry in, upon, or across the Common during these hours; Common may be used only as a walk through. No active leisure activities are permitted on the Common, including but not limited to bicycle riding, skateboarding, roller blading, roller skating, Frisbee, unless a written parks permit is obtained through the DPW & Parks, Parks, Recreation & Cemetery Division.
42. **Closing Hours:** Parks shall be closed to the public between the hours of 10:00 PM and 5:00 AM or as posted except if authorized in a written permit from the DPW & Parks, Parks, Recreation & Cemetery Division.
43. **Waiver right:** The DPW & Parks, Parks, Recreation & Cemetery Division reserves the right to waive and/or limit these rules at any time if in the best interest of the City of Worcester.

Any person violating any of the above rules shall for each offense be punished by a fine not more than \$200.00 plus any additional cost to the City of Worcester

The above Rules and regulations have been approved by the Parks & Recreation Commission

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

Human Rights Policy. It is the policy of the City to assure that every individual shall have equal access to and benefit from all public services, accommodations, and employment opportunities to protect every individual in the enjoyment and exercise of civil rights and to encourage and bring about mutual understanding and respect among all individuals of the city. It is clear that behavior which denies equal treatment to any of our citizens as a result of their race, color, religious creed, national origin, sex, gender identity, sexual orientation, genetic information, ancestry, disability, or source of income undermines civil order and deprives persons of the benefits of a free and open society. Nothing in this section shall be constructed as supporting or advocating any particular religious view or lifestyle. To the contrary, it is the intention of this section that all persons be treated fairly and equally, and it is the expressed intent of this ordinance to bring about the elimination of prejudice, intolerance, bigotry, discrimination, and the disorder occasioned thereby.

The undersigned guarantees that the rules and regulations of the DPW & Parks - Parks, Recreation & Cemetery Division will be strictly observed.

The undersigned agrees to indemnify and hold harmless the City of Worcester, DPW & Parks, Parks, Recreation and Cemetery Division from and against any and all claims, suits or any person or property arising out of the above named facilities by any participant, spectator or other person affiliated with the undersigned becomes aware of an unsafe condition at or on the facilities, and continues to perform at or on the Facilities, without first notifying the DPW & Parks, Parks, Recreation & Cemetery Division of the unsafe condition and giving a reasonable time to correct said unsafe condition.

- THE UNDERSIGNED SHALL SUBMIT PROOF OF INSURANCE, WITH THE SIGNING OF THIS PERMIT OR FILING OF THIS APPLICATION, WITH THE CITY OF WORCESTER AS AN ADDITIONAL INSURED.
- CLEAN UP WILL BE THE RESPONSIBILITY OF THE GROUP USING SAID FACILITIES, INCLUDING REFUSE FROM SPECTATORS AND PARTICIPANTS. ALL REFUSE SHALL BE BAGGED AND REMOVED FROM SITE.
- NO CHANGE OF ENTERTAINMENT WITHOUT PRIOR APPROVAL WILL BE PERMITTED.

I understand the information above and have received all the Rules and Regulations and take responsibility for ensuring the organizations compliance with these rules and terms. If I leave this organization, I will inform my predecessor of this information. I am, through my signature able to bond the organization stated in this application to the rules and regulations of the DPW & Parks - Parks, Recreation & Cemetery Division.

PENALTIES: Any person violating any of the above rules shall for each offence be punished by a fine not more than \$200.00 (General Laws Chapter 45, Sect. 24, Amended May 20, 1977). Violators also risk permanent revocation of current and future DPW & Parks - Parks, Recreation & Cemetery Division facility permits.

I agree to abide by all the Parks rules and regulations, all City Ordinances, policies and procures.

Signature of Applicant/ Representative: _____

Date: _____

PRINT NAME OF APPLICANT/REPRESENTATIVE: _____ DATE: _____

SIGNATURE OF APPLICANT/ REPRESENTATIVE: _____ DATE: _____