EXHIBIT A
OPERATING PLAN

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1) INTRODUCTION

This Operating Plan between [Concessioner Name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") describes specific operating responsibilities of the Concessioner and the Service with regard to those lands and facilities within Fort Pickens, Gulf Islands National Seashore (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract.

In the event of any conflict between the terms of the Contract and this Operating Plan, the terms of the Contract, including its designations and amendments, will prevail.

This plan will be reviewed annually by the Superintendent in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Any revisions shall not be inconsistent with the main body of this Contract. Any revisions must be reasonable and in furtherance of the purposes of the Contract.

2) DEFINITIONS

In addition to all defined terms contained in the Contract, its Exhibits, and 36 C.F.R. Part 51, the following definitions apply to this Operating Plan.

A) Environmentally Preferable. Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.

B) Post-consumer Material. Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.

C) Recycling. The act of producing new products or materials from previously used and collected materials.

D) Service Policy. The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Service Policy includes, for example, NPS-48. Service Policy is available upon request from the Service.

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must:

(1) Designate an on-site General Manager who:

(a) Has the authority and the managerial experience for operating the Concession Facilities and services required under the Contract;

(b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;

(c) Has full authority to act as a liaison in all concession administrative and operational matters; and,

(d) Has the responsibility for implementing the policies and directives of the Service.

(2) In the absence of the General Manager, the Concessioner must designate a qualified acting General Manager.

(3) Contact information: The Concessioner must provide a current, accurate contact information list to the Service with all appropriate points of contact on or before the effective date of the Contract, and must update the list as changes occur.

B) Service

The Superintendent manages Gulf Islands National Seashore with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract

management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

(1) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.

(2) Evaluation of Concessioner services and facilities

(3) Review and approval of rates charged for all commercial services

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

(1) *Passenger Ferry Service*

(a) The Concessioner must provide ferry service to the following three embarkation locations:

- City of Pensacola (Downtown at the intersection of South Jefferson Street and Commendencia Street)
- Pensacola Beach (Quietwater Pier)
- Fort Pickens (Ferry dock near the Mine Storeroom Building within the Area)

(b) The Concessioner must enter into a formal lease agreement with the city of Pensacola for the use of the Pensacola embarkation facilities. A no-cost agreement (other than insurance) may also be required for Escambia County for use of the Pensacola Beach embarkation facilities.

- The Concessioner shall notify the Service when it commences negotiations with the City of Pensacola or the County of Escambia (collectively, the "municipalities") for its lease or assignment, respectively.
- The Concessioner shall keep the Service apprised of the progress of negotiations. The Concessioner shall notify the Service of any issues in negotiations that may prevent entry into an agreement, hence preventing performance under the Contract to timely commence.
- At the election of the Service, the Concessioner shall permit the Service to participate in negotiations for the purpose of assisting the parties in reaching agreement so that performance under the Contract may commence timely.
- If, during the term of any agreement between the Concessioner and a municipality, a dispute arises between the parties that would likely affect the performance of Concessioner's obligations under the Contract, the Concessioner shall notify the Service as soon as practicable after the dispute arises.
- The Concessioner shall use its best efforts to resolve the dispute. The Concessioner shall keep the Service apprised of the progress of dispute resolution negotiations, and at the election of the Service, the Concessioner shall permit the Service to participate in negotiations for the purpose of assisting the parties in resolving the dispute so that the Concessioner's performance under the Contract may continue uninterrupted.
- If a dispute cannot be resolved, the Concessioner shall continue performance with the remaining municipality, providing services between that municipality and the Service's Fort Pickens facilities.

(c) Except as set forth in item A(1)(c) below, the Concessioner must provide a minimum of three complete loops in each direction around Pensacola Bay per day - for a total of six loops around Pensacola Bay per day. The two routes will consist of the following landings at each of the three embarkation sites served by the ferry (in order):

- <u>Clockwise route (Vessel 1):</u> Pensacola to Pensacola Beach to Fort Pickens back to Pensacola.
- <u>Counter clockwise route (Vessel 2):</u> Pensacola to Fort Pickens to Pensacola Beach back to Pensacola.
- The Concessioner must provide a minimum of six departures and six arrivals daily at Pensacola, Fort Pickens, and Pensacola Beach, which is the result if each vessel makes three loops per day.

(d) The Concessioner must provide ferry service from March 15 through October 31 annually, as follows:

- Daily (7-days per week) from May 15 to August 15
- Weekend service (Saturday and Sunday) from -March 15 to mid-May 14
- Weekend service (Saturday and Sunday) from August 16 to October 31

- The Concessioner may only provide ferry service within periods when the Area is open to the public. Area operating hours are 5:00 AM to 10:00 PM daily. Ferry service may be scheduled any time during Area operating hours based on visitor demand, subject to Service approval.

(2) *Ferry Schedule Approval and Changes*

(a) The following table displays the initial required minimum operating schedule for the two-routes ferry service with departure times from each of the three locations served. The schedule provides six arrivals and six departures per day at Pensacola, Fort Pickens, and Pensacola Beach.

VESSEL 1	VESSEL 2
Pensacola to Fort Pickens	**Pensacola to Pensacola Beach**
9:00 AM	9:00 AM
12:00 Noon	12:00 Noon
3:00 PM	3:00 PM
Fort Pickens to Pensacola Beach	**Pensacola Beach to Fort Pickens**
10:00 AM	10:00 AM
1:00 PM	1:00 PM
4:00 PM	4:00 PM
Pensacola Beach to Pensacola	**Fort Pickens to Pensacola**
11:00 AM	11:00 AM
2:00 PM	2:00 PM
5:00 PM	5:00 PM

The Concessioner may propose modifications to the minimum required schedule, subject to Service review and approval. All proposed modifications or changes to the minimum required ferry schedule or ferry operations are subject to Service review and approval.

(b) The Concessioner may request, subject to Service approval, extended ferry service in addition to the minimum required operating schedule, including weekday service during the shoulder season, evening service (with all three embarkation sites served), service during the off-peak season, and expanded service during special events.

(c) The Concessioner may propose modifications to the required ferry route, number of daily departures and arrivals, and departure and arrival times at each location, subject to Service approval. The Concessioner must submit requested changes to the ferry route in writing to the Service for approval 90 days prior to implementation. Any proposed changes to the ferry routes must continue to include regular daily service to the Fort Pickens embarkation site.

(d) The Service may require the Concessioner to alter the departure schedule of the ferry vessels. The Service will notify the Concessioner of any requested changes to the departure schedule at least 60 days in advance of the effective date of the change. The Service will make every effort to provide timely requests of required changes.

(e) The Concessioner must prominently post the ferry schedule at all embarkation locations. The Concessioner must follow the schedule of operation unless the Concessioner requests changes and the Service approves the changes in writing in advance of any proposed change. The Service may require occasional closures or cancellations, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of any non-emergency required closures or cancellations.

(f) In the event of a weather emergency that requires a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Service's Business Manager, to be identified as per section 3b (page A2) as well as the general public including those with upcoming reservations during the expected closure . The Concessioner also must notify the Business Manager and the public of unscheduled closures or cancellations for any non-weather events as soon as is possible.

(g) In the event the Fort Pickens Road is closed, restricting access to the Area, the Concessioner will continue to provide ferry service to the Area (including regular landings at the Fort Pickens dock), unless the Park and Concessioner deem it unsafe, for weather or other reasons, to do so.

(3) *Shuttle Transportation Service*

(a) The Concessioner must operate the landside shuttle service with no less than two shuttles in operation during the required service periods and will operate during the same days and within the same timeframe as the passenger ferry service. As needed, Concessioner will increase the number of shuttles, up to three in operation at one time, to ensure appropriate spacing so that no rider is missed by more than two shuttle trips.

(b) The Concessioner must operate the shuttle route as specified by the Service. The route will serve locations designated by the Service as discussed in Section 5) F) of this Operating Plan.

(c) The Concessioner must develop and submit to the Service its proposed shuttle schedule no later than 30 days after the effective date of the Contract. The proposed schedule must include operating on the same days that the ferry operates and reflect the ferry schedule developed by the Concessioner. The Concessioner must propose a schedule that reasonably meets Service and public needs. The Concessioner may need to use additional shuttle vehicles provided by the Service to serve sudden surges in demand, such as end of day transportation back to the last departing ferry.

(4) *Mine Storeroom & Mine Loading Buildings*

(a) The Mine Storeroom and Mine Loading Buildings must be open for business during the same days as the ferry operates. At minimum, the Mine Storeroom and Mine Loading Buildings must be open from the time of the first ferry arrival at Fort Pickens to the last departing ferry from Fort Pickens, based on the schedule proposed by the Concessioner and approved by the Service. The Concessioner is authorized to provide additional service from the Mine Storeroom and Mine Loading Buildings outside of the minimum required operating times, including during days when the ferry does not operate or during times earlier or later than first and last ferry arrivals/departures.

(b) The Concessioner must develop and submit to the Service its proposed schedule for operating the Mine Storeroom and Mine Loading Buildings no later than 30 days after the effective date of the Contract the Contract and no later than October 1 for the next season. The proposed schedule must include opening and closing dates, and hours of operation, including at a minimum the required operating times discussed above.

(5) *Campground Store*

(a) The Concessioner will assume operation of the campground store, including sale of groceries, sundries, food and beverages, and bicycle rentals services, beginning March 15, 2018.

(b) The Concessioner will provide self-service coin-operated laundry services at restrooms within the Area Campground beginning March 15, 2018.

(c) The minimum operating season and hours for the Campground Store are as follows:

Period	Operating Hours	Days
November 1 - February 28	9:00 AM – 5:00 PM	Friday thru Sunday
March 1 – April 30	8:00 AM – 6:00 PM	7-Days per Week
May 1 – Labor Day	8:00 AM – 8:00 PM	7-Days per Week
Day-After Labor Day – October 31	8:00 AM – 6:00 PM	7-Days per Week

(d) The Concessioner may request changes to the above minimum required operating schedule subject to Service review and approval.

(6) *Pre and Post Season Meetings.* The Concessioner must meet with the Service annually, no later than March 1, to review the Operating and Maintenance Plans and to discuss planned operations for the season. The Service will present Service projects potentially affecting the concession operations. The Concessioner and Service staff will hold a post-season meeting no later than December 15 to review the season's operation.

B) Rate Determination and Approval Process

(1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services and facilities provided, and are reasonable, justified, and comparable with similar facilities and services provided by the private sector. The reasonableness of rates is determined based upon current concession management guidelines. Rate approval methods are subject to change.

(a) Passenger Ferry Rates. Changes in rates for passenger ferry service will be determined based on Direct Comparability as outlined in the 2010 Rate Guide for Commercial Services. The Service will

review selected comparables with similar characteristics operating within the United States' southern region and other areas for rate comparability. The Service will not complete or approve comparability analyses for ferry rates until rates are available for the current season from applicable comparables. However, tentative approval for proposed rates will be permitted with final approval pending completion of comparability. Rates may not be published in any form until final approval is received. The Concessioner can submit a request for approval of anticipated (rates that can be used until the comparables' rates are in place for the season in accordance with Service advance rate or rate change policies and standards. The Service may revoke these policies or standards at any time. The Concessioner must implement and conform to all maximum rates for ferry service specified by the Service beginning at the effective date of the Contract.

(b) Food and Beverage Rates. Rates will be determined in accordance with the current Service Core Menu Guidelines. Before using the rates, the Concessioner must submit them for the Service's consideration and approval. After the Service approves the rates for the initial core menu, the Service will review those core menu items regularly using a comparability analysis. The Concessioner must submit its entire menu with rates to the Service for approval prior to implementation, including menus for onboard service and service at the Mine Storeroom Building and Campground Store. The Concessioner must submit all menus and prices no later than 30 days following the effective date of the Contract. The Service will review and approve all menus and prices prior to implementation. It is not necessary to notify the Service of minor menu changes, such as the addition of non-core items or various "specials."

(c) Retail. Rates will be determined using Manufacturer's Suggested Retail Price (MSRP) or, if this is not available, Markup Method as outlined in the Concession Management Rate Administration Guide. Retail items must be clearly marked with a price. The Concessioner must submit a list, including descriptions, of all retail items and their prices to the Service no later than 30 days following the effective date of the Contract. The Service will review and approve all retail items and prices prior to implementation.

(d) Bicycle Rental. Rates will be determined by Comparability. The Concessioner must submit a list and description of all bicycle and other authorized equipment rental items and their prices to the Service no later than 30 days following the effective date of the Contract. The Service will review and approve all bicycle and other equipment rental items and prices prior to implementation.

(e) All Other Rates. Rates will be determined by an appropriate method. All other rates must be submitted to the Service for review and approval prior to implementation.

(2) *Rate Approval Process*

(a) Annual Rate Changes. All rates charged by the Concessioner must be submitted to the Service for approval by October 1 and at **least 90 days in advance of their intended effective date**. Requests for rate approval may include proposed changes to rate structure (e.g. charging passengers per leg of ferry service rather all day passes, etc.). Rate requests will be evaluated under the appropriate method as outlined in this section and in accordance with the Rate Guide for Commercial Services.

The Service will approve, disapprove, or adjust rates using appropriate sources based on the rate determination methodology, and will inform the Concessioner of the reason for any disapproval or adjustment within 60 days of the rate request submittal. If, under extenuating circumstances, the Concessioner requests a quicker response, the Service will attempt to accommodate this request; however, this is not normal procedure. The Concessioner must clearly explain these circumstances in writing. If a longer response time is needed, the Service will inform the Concessioner of the expected response date. All rate increase requests must be in writing and provide information to substantiate the requested rates in sufficient detail for the Service to be able to replicate results using methodology specified in Rate Administration Guide. If no rate increase is requested, the Concessioner will notify the Service of this in writing.

(b) Rate Request Information. All rate requests must include pertinent information about the rate and product or service proposed. This includes but is not limited to: brand names, portions, length of service, amenities provided, etc. Rate requests require support by established criteria and comparability data. The current Service Rate Approval Guidelines outline the information the Concessioner must include in the request.

(c) Approved Rate Posting. The Concessioner must make available to visitors all approved rates for goods and services. The Concessioner must prominently post all rates for goods and services provided to the visiting public.

(a) Rate Compliance. Rate compliance will be checked during periodic operational evaluations throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.

(3) *Discounted Rates.*

(a) Large Group Discounts. The Concessioner is required to offer large group rate discounts for passenger ferry service. Within 60 days from the effective date of the Contract, the Concessioner must submit to the Service its proposed large group rate discount policy and rates, including at minimum rates for: a) school groups and b) all other large groups, including the size of each group required to qualify for the group-discounted rate.

(b) Other Discounts. The Concessioner is permitted to offer other rate discounts. All rate discounts and any changes to existing discounted rates must be submitted to the Service for review and approval at least 90 days in advance of offering the rate. The Concessioner is required to submit the proposed rate discount from the prevailing normal rate, for each and every specific group for which a rate discount applies (e.g. children, seniors, active military, school groups, etc.), and the time period over which the discount applies. The Service has the authority to reject, modify or approve all rate discounts proposed by the Concessioner.

(4) *Complimentary Passenger Ferry Rates*. The Concessioner may not provide complimentary passenger ferry tickets without prior written approval from the Service. In requesting complimentary tickets, the Concessioner must clearly define and describe the type/class of visitors who may receive complimentary tickets and the total quantity of complimentary tickets the Concessioner plans to issue annually. The Service must approve all complimentary ticket requests. The Service has the authority to revoke the issuance of complimentary tickets at any time.

(5) *Complimentary Tickets for Official Government Business*. The Concessioner will issue complimentary tickets, as approved by the Service, not to exceed 10 round-trip tickets per day, for Service employees, cooperating association employees, and Service volunteers assigned to Fort Pickens providing proper identification when on Park related official business, as long as doing so does not displace any paying visitors. The individuals will normally be transported out on the first trip of the day and back on the last trip of the day in coordination with the Concessioner. Other goods and services may not be provided to government employees or their families without charge or at reduced rates unless equally available to the general public.

C) Purchasing

(1) *Competitive Purchasing*. Purchases may be made from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price to like products manufactured by unrelated suppliers.

(2) *Discounts*. To the extent applicable to the rate approval method in place, the Concessioner must take advantage of all available trade, cash, and quantity discounts and rebates and pass them through to the consumer.

(3) *Environmental*. The Concessioner must purchase and use Environmentally Preferable products whenever available and feasible.

D) Evaluations

(1) *General*

(a) The Concessioner must provide the services and facilities required by this Contract in conformance with evaluation standards established by the National Park Service Commercial Services Review Program (specifically the *Transportation – Passenger Vessel/Ferry and Food and Beverage – Quick Service, Grocery Store, Convenience Store and Souvenir, Gifts, & Recreation Store* standards), National Park Service Concessions Management Guidelines and within acceptable passenger ferry transportation and hospitality industry practices. The Service and the Concessioner will inspect and monitor Concession Facilities, vessels/shuttles and services.

(b) The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these evaluations.

(c) The Concessioner must correct deficiencies and prepare abatement plans within dates set by the Service.

(2) *Annual Overall Rating*. The Service will determine and provide the Concessioner with an Annual Overall Rating by **April 1** for the preceding calendar year. The Annual Overall Rating includes Administrative Compliance, Operational Performance, Risk Management, Environmental Management, Public Health and Asset Management evaluations with their respective ratings.

(a) Administrative Compliance. The Administrative Compliance report and rating will consider such items as, but not limited to, the timely and accurate submission of annual financial reports; proof of general liability, vessel, automobile, and workers compensation insurance; and timely payment of franchise fees.

(b) Operational Performance. The Operational Performance report and rating will consider all Periodic Operational Evaluations, as defined in item (c) of this subsection.

(c) Periodic Operational Evaluations. The Service will conduct both announced and unannounced periodic operational evaluations of Concession Facilities and services (specifically considering the standards specified in the *Transportation – Passenger Vessel/Ferry*, *Food and Beverage – Quick Service, Grocery Store, Convenience Store and Souvenir, Gifts, & Recreation Store* standards) to ensure conformance with applicable operational standards. The Concessioner will be contacted at the time of facility or services evaluations so that a representative of the Concessioner may accompany the evaluator.

(d) Risk Management Program. The Service will annually conduct an evaluation of the Concessioner's Risk Management Program. Risk management will also be a component of Periodic Operational Evaluations. The Concessioner must perform periodic interior and exterior safety inspections of all Concession Facilities, vessels and trams in accordance with its documented Risk Management Plan.

(e) Environmental Management Program. The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. A review of the Concessioner's performance in addressing environmental audit findings will be included in the evaluation. Environmental management practices will also be a component of Periodic Operational Evaluations. The Concessioner must perform environmental inspections of all Concession Facilities, vessels and trams, in accordance with its documented Environmental Management Plan.

(f) Asset Management Program Evaluation. The Service will annually conduct an evaluation of the Concessioner's Asset Management Program. Asset management will also be a component of Periodic Operational Evaluations. The Concessioner must perform periodic interior and exterior asset management inspections of all Concession Facilities, vessels and trams, in accordance with its documented Asset Management Plan.

(g) Public Health Inspections. A representative of the Service's Public Health Program will conduct periodic evaluations of the Concessioner's food and beverage operations. A written record of this evaluation and rating will be provided to the Concessioner.

(3) *United States Coast Guard (USCG) Inspections*. The USCG is responsible for certifying all vessels used by the Concessioner in required operations as passenger-carrying vessels for the waters of Pensacola Bay. Federal regulations require vessels of the type operated by the Concessioner to have a valid Certificate of Inspection issued for a one (1) year period by the USCG. The Concessioner must ensure that vessels are inspected in accordance with all USCG inspection programs and requirements. The USCG is the jurisdiction having authority for all fire, safety and operational codes relating to the vessels. The Concessioner must provide a copy of the results of all USCG inspections to the Service within 48 hours of completion and a copy of the inspection certificate(s) when received.

E) General Policies

(1) *Authorized Ferry Vessel Use*. The Concessioner must use the two Service-owned ferry vessels assigned to the Concessioner for services or activities that directly and exclusively support contractual services required and authorized by the Contract.

(2) *Authorized Shuttle Vehicle Use*. The Concessioner must use the Service-owned shuttle vehicles assigned to the Concessioner for services or activities that directly and exclusively support contractual services required and authorized by the Contract.

(3) *Facilities Use*

(a) Authorized Use. The Concessioner must use the assigned Concession Facilities for activities or services that directly and exclusively support contractual services required and authorized by the Contract.

(b) Smoking Policy. All buildings within the Concession Facilities, vehicles and vessels are designated as non-smoking. A copy of Director's Order 50D regarding the Service's policy on smoking can be found at http://www.nps.gov/policy/DOrders/DOrder50D.pdf.

(4) *Ticketing*

(a) Reservation System. The Concessioner will utilize a computerized reservation system and toll free reservation line for ticket sales. The computerized reservation system must have the capability to provide visitors with the option to make reservations and ticket purchases online.

(b) Visitor Accommodation. When reservation groups arrive at the ferry docking area, accommodation of the reserved group should not interfere with accommodation of regular, non-group or walk-up visitors.

(c) Third-Party Ticket Sales. The Concessioner may propose third-party joint ticketing opportunities with other commercial enterprises and attractions in the area, such as ferry ticket sales offered by local lodging operators to guests (e.g. package/group discounts for hoteliers), sales at the National Naval Aviation Museum, and others. All vouchers used when tickets are sold at these joint ticketing partner facilities must be redeemed for a ticket or boarding pass prior to boarding the ferry. The Concessioner will keep detailed records of third-party ticket sales. Ticket sales revenues and commissions from these third-party sales must be included in the total of gross receipts for franchise fee calculation purposes, pursuant to the Contract. Agreements for third-party ticketing arrangements between the Concessioner and other parties are subject to the Services' prior written approval before being finalized.

(d) Printed Tickets. Ticket stock and printed information must be approved by the Service. Tickets should be printed on minimum 30% post-consumer recycled content paper, or on other paper approved by the Service. Stock choice and printed information should be submitted to the Service within 45 days of the effective date of the Contract, and subsequently 30 days prior to implementation of any proposed changes.

(e) Ferry Passenger Identification. Since the purchase of a ferry ticket allows passengers to ride the ferry an unlimited number of times during the same day the ticket is purchased, the Concessioner must have the ability to identify paying passengers who are eligible to re-board the ferry throughout the day. Therefore, the Concessioner will be responsible for issuing appropriate ticketing protocols (such as a non-transferrable, waterproof wristband or badges) to all paying passengers. . The Concessioner must provide the Service with examples of the wristbands or other alternative passenger identification it plans to utilize 60 days prior to the effective date of the Contact. The Service will approve the identification method and may suggest changes. The Concessioner may offer alternatives to using a wristband, yet the alternative must clearly identify paying ferry passengers, be waterproof and include a system that does not allow passengers to easily transfer tickets or identification to other non-paying passengers. The Concessioner must submit any alternative approach to identifying paying passengers 60 days after award of the Contract.

(f) Ticket Price Reflection. The rate charged to any passenger, including group passengers, must be printed on the passenger's ticket.

(g) Cancellations and Refunds. In the event that a ferry fails to complete a scheduled trip, or other circumstances prevent the visitor from having a successful experience, visitors must be able to receive refunds. Within 90 days of the effective date of the Contract, the Concessioner will develop and provide to the Service for review a Cancellation and Refund Policy, addressing deadline times prior to day and time of departure, fair and reasonable treatment of reservations on marginal weather days, etc. Cancellation policies must be submitted and approved as part of the Concessioner's annual rate request, and any other changes to the policy must be approved by the Service 30 days prior to implementation.

(5) *ATMs.* The Concessioner may provide ATMs. The locations of the machines will be in a convenient and secure location as approved by the Service and service rates will be reasonable as approved by the Service.

(6) *Interactions with Wildlife.* The feeding of wildlife within the Area or at or from the vessels is prohibited. The Concessioner must not encourage the feeding of wildlife within the Concession Facilities or on

vessels by displaying food, such as popcorn or bread, in such a manner that may imply approval of the feeding of wildlife.

(7) *Visitor Comments.* The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, onboard vessel experience, product mix, pricing, and overall Area experience. The Concessioner must provide the Service with copies of all guest written comments on a monthly basis. The Concessioner must keep an adequate inventory of comment cards available at appropriate locations within the Concession Facilities. The Concessioner must also make available comment cards onboard the vessels.

(a) The Concessioner must investigate and respond to all visitor complaints regarding its services **within 10 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation.

(b) The Concessioner must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the protection and preservation of natural and/or cultural resources.

(c) The Service will forward to the Concessioner all comments and complaints received regarding Concession Facilities or services. The Concessioner must investigate and make an initial response to any complaints **within 10 business days of receipt**. The Concessioner must provide a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses.

(d) Monthly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The monthly reports must include both the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service **within 15 days after the end of each month**. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.

F) Human Resource Management

(1) *Employee Hiring Procedures*

(a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.

(b) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position such as a vessel captain to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.

(c) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.

(d) Driver Requirements. Drivers of all vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven. An employee driving a tram must have at a minimum have a valid Florida Class E driver's license or the equivalent from another State.

(e) Service Employees. The Concessioner must not employ in any status a Service employee, their spouse, or a minor child without the Services' written approval. The Concessioner must not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concessions Specialist, or Safety Officer.

(2) *Training.* The Concessioner must provide appropriate training as follows:

(a) Manuals. The Concessioner must develop written training materials for its employees.

(b) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.

(c) Job Training. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:

- The Concessioner must orient its managers to Service evaluation and rate policies, as outlined in the Concessions Management Guidelines.
- Customer Service. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact.
- The Concessioner must provide life-safety training as required by the USCG for all employees prior to duty assignments and working with the public. The Concessioner must have at least one staff crewmember onboard all ferries that is trained in first aid and CPR.
- The Concessioner must train employees in the proper operation of any system used by the Concessioner to facilitate accessibility for persons with disabilities between the gangway systems and the ferry vessels.
- The Concessioner must provide training for all employees who provide interpretive information. Training must incorporate information provided by the Service specifically for this purpose. The Concessioner must design and provide, with assistance from the Service, basic interpretive training sessions for all staff. The Concessioner must provide its own interpretive training materials as well as materials provided by the Service.
- Sanitation Training. The Concessioner must provide sanitation training to food service personnel at the start of their employment in a food service facility and as needed to comply with Applicable Laws, including without limitation the current edition of the U.S. Public Health Service Food Code.
- Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- The Concession must provide Sexual Harassment, ADA and EEO training to all employees.

(3) *Employee Handbook*. The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within 60 days after the effective date of the Contract, and within 48 hours of any updates or changes.

(4) *Firearms.* Concessioner employees may not carry firearms while on duty. The Service may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's General Manager with a thorough explanation of the basis of the request. The Service will provide a written response to the Concessioner.

(3) *Interpretive Services*

(1) *On-Board Interpretive Programming.* The Service may provide interpretive staff and/or volunteers to provide onboard live interpretative narration while the ferry vessels and shuttles are in service. The Service will work with Concessioner to develop and coordinate this interpretive program, including staffing plans for Service-provided staff or volunteers. The Service may provide the Concessioner with onboard interpretive messaging, including the text and themes of the interpretive narrative, including information relating to Area cultural and natural resources. The Service will develop a pre-recorded interpretive program that will be provided during periods that the Service does not provide onboard interpretive staffing. The Concessioner may utilize various media/technologies to provide additional interpretive messaging, such as flat panel digital displays, interpretive graphics such as maps/panels, smartphone apps, and other media. The Concessioner must request Service approval of all onboard interpretive programming text and materials developed by the Concessioner.

(2) *Landside Interpretive Programming.*

(a) Service Involvement. The Service may provide interpretive programming at Fort Pickens on a daily basis. The Service will work with the City of Pensacola and Escambia County to develop interpretive information, including multi-panel kiosks, at the Pensacola and Pensacola Beach embarkation

locations. Service staff may advise and assist the Concessioner in the development all interpretive messages.

(b) Concession Facilities. The Concessioner must make appropriate areas within the Concession Facilities, both interior and exterior locations, available to provide Area interpretive and safety messages in various media, including bulletin boards and kiosks.

(c) Area Information. The Concessioner must make Area informational handouts, including information specific to Gulf Islands National Seashore available at various locations throughout the Concession Facilities. The Concessioner must provide a container to collect documents for re-use and/or recycling. The Concessioner must coordinate the types and numbers of materials needed annually with the Area's Resource Education Division.

5) SPECIFIC OPERATING STANDARDS AND GUIDELINES

A) General

The Concessioner must provide all services in a consistent, environmentally-sensitive and high quality manner and must operate in accordance with the operating standards as defined in the Service's Concessioner Operational Performance Standards. The applicable Service standards, *Transportation – Passenger Vessel/Ferry and Food and Beverage – Quick Service, Grocery Store, Convenience Store and Souvenir, Gifts, & Recreation Store,* specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements, additions, and exceptions to these standards. Where there are conflicts between the standards and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) requirements prevail.

B) Passenger Ferry Service

(1) *General*

(a) Service. The Concessioner must provide scheduled ferry service, from Pensacola, Pensacola Beach and from Fort Pickens embarkation sites. Visitors will disembark at the dock areas specified in Exhibit C of the Contract.

(b) Vessel Captain. Each vessel captain employed by the Concessioner will be responsible for and in full control of each vessel at all times the vessel is in operation. Within 15 days of the effective date of the Contract and within 48 hours of each new hire or license renewal, the Concessioner will forward to the Service a copy of each vessel captain's operating license and supporting data, as required by the USCG for passenger vessels of the class, type, and size used by the Concessioner. All vessel captains and crewmembers shall maintain current USCG certifications and licenses to lawfully operate the vessels used to provide the required services specified in the Contract. All licenses and certifications will be available for inspection by the Service upon request. Vessel Captains must also hold a Department of Homeland Security Trusted Worker Identification Credential (TWIC).

(c) No Smoking. The Concessioner is required to enforce a no-smoking policy onboard all ferry vessels. The Concessioner will post no-smoking signage conspicuously throughout the vessel. In addition, the recorded public safety announcements made on the vessels will reinforce this no-smoking policy.

(d) Passenger Identification. The Concessioner must propose a method to track and identify passengers who have paid to ride the ferry, including a wristband or other non-transferrable methods.

(e) Ticketing Categories. The Concessioner is required to provide the following ticketing categories: Adults (age 16-61), Senior (ages 62 and older), Children (ages 3-15), Active Military, 3-day pass, Family rates (families of four or more individuals), and large groups rates (school groups and other large groups). Children younger than 3 must be allowed to ride the ferry at no cost.

(f) Naming Requirements for Ferry Operation. The Concessioner must utilize the name **"Pensacola Bay Cruises"** to describe the ferry services provided under the Contract. The Service owns this name, the Concessioner is expressly prohibited from registering, copyrighting or otherwise seeking to control this name (see Exhibit H. Intellectual Property Licensed Marks for a list of names that are the intellectual property of the Service). The Concessioner must use this name in all advertising and marketing materials as well as in all signage/informational material identifying the ferry service as "Pensacola Bay Cruises". The Service may alter this naming requirement at any time and the Concessioner agrees to use the name(s) specified by the Service.

(2) *Trip Specifications*

(a) Maximum Number of Passengers per Trip. The maximum number of passengers per trip is limited to 150 due to vessel capacity constraints.

(b) Termination of Trips. Upon cancellation or termination of any scheduled trip, the Concessioner will notify the Service at the earliest opportunity. The vessel Captain or the Service may cancel a scheduled ferry trip for the following reasons:

- Foul weather or any other hazardous conditions that might materially affect the safety of passengers and the vessels.
- Passenger or staff injury or illness. In the event of injury or illness on board, the Concessioner must arrange or provide emergency transportation to obtain medical treatment. In the event a visitor or staff person is injured or becomes ill at Fort Pickens, Service personnel will provide appropriate assistance and arrange for emergency transportation to obtain medical treatment. The Service may request the Concessioner to assist in providing or arranging medical emergency transportation to shore. The Concessioner must report any incident of passenger or staff illness or injury to the Service.

(3) *Minimum If Backup Vessels Utilized.* The Concessioner must notify the Service prior to taking either of the two primary ferry vessels out of service for maintenance or repairs. In this event, the Concessioner is required to restore full service within one to two days of the primary vessel being removed from service. The Concessioner must continue provide the required services under the Contract if either one or both of the primary ferry vessels are temporarily out of service, or to serve additional demand during peak ridership periods. If using a backup vessel(s)for this, the vessel utilized must meet the following requirements:

(a) Have current, valid USCG Certificates of Inspection and Stability Letters for ferry services provided under the Contract

(b) Have a minimum passenger capacity, as specified by the USCG, of at least 80 passengers

(c) Storage space for passengers' personal gear.

(d) Have restrooms onboard the vessel(s)

(e) Have interior, climate controlled cabin spaces

(f) Offer access to persons with disabilities as per law, policy and regulation. The Concessioner must communicate the level of accessibility on any backup vessels utilized to visitors prior to ticket purchase

(g) Vessels must be capable of accessing, docking and safely loading and unloading passengers at all docks/piers assigned to or used by the Concessioner during all normal tidal conditions

(h) Vessels must be capable of navigating the ferry service route

(i) Windows to maximize views

(j) The Service prefers vessels with an observational second deck, allowing visitors enhanced views during the trip

(k) The Concessioner must utilize vessels capable of sustaining a minimum cruising speed of 12 knots.

(4) *Fuels & Lubricants*

(a) The Concessioner must use Ultra Low Sulfur Diesel (ULSD) in all vessel engines at the start of Contract.

(b) The Concessioner must use Environmentally Acceptable Lubricants (EALs) for oil to sea interfaces unless technically infeasible to do so.

(5) *Vessel Discharges*

(a) Sewage. The Concessioner is prohibited from discharging any treated or untreated sewage ("blackwater") overboard into any waters and at any time. The Concessioner is required to retain all sewage waste onboard within the appropriate EPA and U.S. Coast Guard certified Marine Sanitation Devices (MSDs) and pumped off the vessel into the appropriate waste discharge facilities meeting all Applicable Laws, policies and regulations.

(b) Graywater and Bilgewater. The Concessioner is prohibited from discharging any graywater (i.e., water from sinks, etc.) or bilgewater into any waters at any time and must retain all graywater and bilgewater onboard the vessel in the appropriate holding tanks for pump-out and proper disposal at landside facilities, as per law, policy and regulation.

(c) The Concessioner must hold a Valid U.S. Environmental Protection Agency (EPA) Vessel General Permit (VGP) for both vessels within 12 months of the effective date of the Contract.

(6) *Engine Idling While Docked.* The Concessioner may not idle the ferry propulsion engines for more than ten (10) minutes prior to departure from any site.

(7) *Vessel Inspection.* The Concessioner is responsible for annual vessel condition inspections and must report these findings annually to the Park. All costs associated with these annual vessel inspections will be assumed by the Concessioner.

C) Food and Beverage Service

(1) *General.* The Concessioner must provide food and beverage service at the Mine Storeroom Building, Campground Store and onboard each ferry vessel in accordance with the *Food & Beverage—Quick Service Standards*. The Concessioner will offer a diversified menu in order to provide guests a variety of options between the passenger ferry, Mine Storeroom Building, and Campground Store.

(2) *Menus.* The Concessioner must submit the Mine Storeroom Building, Campground Store and onboard ferry menus to the Service annually by **February 1** for approval. All menus must maintain a price range that accommodates the general range of Area visitors. The Concessioner must follow the Service Core Menu Guidelines, and will offer traditional local foods, as well as healthy and sustainable food options. Menu selection must include a range that provides for a wide variety of visitors, including vegetarian, heart healthy, light eater's, and children's items.

(3) *Product Specifications.* The Concessioner must use the following specifications as a minimum guide when purchasing food products:

- Meat
  - Beef — USDA Prime and Choice
  - Pork — USDA Number 1
  - Veal — USDA Select and Choice
  - Lamb — USDA Prime Choice
  - Poultry — USDA Grade "A" for all graded fresh or frozen poultry
- Seafood
  - Frozen fish, if used, must be a nationally distributed brand, packed under continuous inspection of the U.S. Department of Agriculture.
- Dairy
  - Eggs — Fresh USDA or State Graded "A"
  - Butter — USDA Grade "A" (92) Score
  - Cheese — USDA Grade "A" for all graded cheeses
  - Milk and Milk Products — USDA Grade "A" Fresh
- Produce — USDA Grade "A"
- Dry Stores — Grade "A" Fancy
- Canned Goods — Grade "A" Fancy

(4) *Food Safety*

(a) Food Safety Certification. The Concessioner must employ at least one certified food safety manager. The manager must be certified by a food protection manager certification program that has been evaluated and listed by an accrediting agency as conforming to national standards for organizations that certify individuals, in compliance with the U.S. Food and Drug Administration Food Code Chapter 2-102.11(B) (e.g. ServSafe). The Concessioner must incorporate food safety into the business plan of the operation or must otherwise provide an operating plan for managing food safety. All food service employees must have a current food safety certification as required by state, county, or local health department.

(b) Public Health. All food storage, handling, preparation, and service must conform to the requirements contained in the most recent edition of the Food Code, as published by the U.S. Food and Drug Administration, including the Hazard Analysis Critical Control Point (HACCP) system.

(5) *Alcohol Sales*

(a) The Contract authorizes the Concessioner to sell alcoholic beverages onboard the ferry vessels and at the Mine Storeroom and Campground Store.

(b) Any sale by Concessioner of alcohol, spirituous, vinous, or fermented liquor containing more than 1 percent of alcohol by weight (collectively, "alcohol") must conform to all state and county laws and regulations.

(c) The Concessioner must have at least one manager who has attended an alcohol training program. The Concessioner must train its employees in the responsible practices of serving and selling alcohol beverages.

(d) No promotional activities will feature alcohol beverages (i.e. 'happy hours,' two-for-one sales, etc.).

(6) *Healthy Food.* The Concessioner must apply the National Park Service Healthy Food Standards. See Attachment 1 to this Operating Plan for the definitions and standards that apply to the Healthy Food Standards.

(7) *Sustainable Food.* The Service encourages the Concessioner to apply the National Park Service Sustainable Food Guidelines where appropriate. See Attachment 1 to this Operating Plan for the definitions and standards that apply to the Sustainable Food Guidelines.

D) Retail Services

(1) *Guidelines*. The Concessioner must provide retail services, including grocery, convenience, and gift/souvenir sales, according to the Services' *Standards, Evaluations, and Rates Administration (SERA) Guidelines for Retail Sales* The Service has the right to review and approve all merchandise sold. At the discretion of the Service, certain items may be determined to be inappropriate and unacceptable for sale. The Service will review and approve exterior and interior signage and marketing material.

(2) *Merchandise Approval/Selection Process*: The Concessioner must submit in writing merchandise requests by February 1 of each year or at least 90 days prior to sale. The Superintendent may review and approve all merchandise sold in the Area, including in assigned Vessels, and may require the Concessioner to remove items determined to be inappropriate and unacceptable for sale.

(3) *Merchandise Plan.* The Concessioner must develop and implement a merchandise plan that incorporates the Area's interpretive themes, environmental issues, educational themes, and recyclable products. The Concessioner must develop their Plan in coordination with the Service. The merchandise plan will be submitted to the Service no later than 120 days after the effective date of Contract execution.

(4) *Environmentally Preferable Purchasing*. The Concessioner must sell a variety of Environmentally Preferable products to visitors and vessel users and incorporate Environmental Purchasing practices in all aspects of its operation. Merchandise strategies should integrate pollution prevention and waste reduction objectives and strategies.

(5) *Location*. The sale of groceries, souvenirs, sundry and convenience items is limited to those locations necessary and appropriate to serve the demand of the visitor. These sales locations and the extent of merchandise to be offered therein are subject to the written approval of the Service.

(6) *Prohibited Items*

(a) Tobacco products or related items may not be sold in vending machines.
(b) Artificial or live bait, fishing lures, and weights that contain lead.
(c) Styrofoam containers, including ice chests.
(d) Articles that persons of normal taste or sensitivity might consider pornographic, obscene, offensive, profane or items that reflect a lack of concern for the environment or a culture.
(e) Archaeological specimens or objects of American Indian origin over 100 years old regardless of their origin.
(f) Plant materials and other natural materials.
(g) Fossils or other earth products (such as petrified wood) whose origin is from public lands.
(h) Animal skins or parts of animals that are obtained illegally or are from threatened and/or endangered species. These items must also not be incorporated into merchandise or used in displays.
(i) Articles that are mislabeled as to character or origin, or otherwise misrepresented.
(j) Merchandise that has exceeded the producer's specific "Do not sell after" date.
(k) Items that may, by their nature, encourage violation of Area regulations, i.e. collecting kits, peanuts, birdseed, wildflower or plant seeds, etc.
(l) Toy firearms, slingshots, paintball guns, etc.

(7) *Gifts and Souvenirs.* Gift and souvenir offerings must include items that have a direct relationship to the Area, its environs, history, or other related environmental or cultural themes.. The Concessioner will enter into an agreement with the Cooperating Association at Fort Pickens to define the types of gifts/souvenirs each will sell.

(8) *Grocery and Sundry Items.* The Concessioner must provide a range, selection and pricing for grocery, sundry and convenience items appropriate for the Area. Only items necessary for visitor use and enjoyment of the Area, including basic groceries, snack foods, camping supplies, personal items, clothing, film and other items may be offered. A range of merchandise in different price ranges must be offered.

(9) *Labeling and Certification*

(a) All merchandise must be marked with a selling price, point of origin or other identification as available. Identical items may be marked by a single sign rather than individually. Acceptable labels include grease pens, stringed tags, bar codes, and other methods with the approval of the Service.

(b) Handicraft Labeling. Handicraft items must be specifically labeled as such.

(c) Natural Product Labeling. Merchandise made from natural products should be labeled to indicate that the product was obtained from legally authorized sources outside of the Area and not from rare, threatened, or endangered species.

(d) Certification. If a merchandise item is considered a handicraft or Native American handicraft, the Concessioner must (to the greatest extent possible) have a certificate from the U.S. or authentic Native American handicraft producer or association of producers that the item was made in accordance with the production of standards required for that designation.

(10) *Facility and Merchandise Appearance*

(a) Views from the exterior looking in should not be impeded by signs in windows or other obstructions.

(b) Floor areas are to be clean and free of clutter. A routine cleaning program must occur at a minimum of once per day.

(c) Merchandise shelves and other glass areas (e.g., counters, store windows) are to be well-maintained, and free of dust, excessive scratches and fingerprints.

(d) Products that might present safety or security concerns for children will be placed in areas that are not within easy reach and can be easily monitored or controlled by an employee. Displays should be spaced so as to allow customers to easily pass between them. Displays should not be top-heavy, and special attention should be paid to the appropriateness of merchandise near checkout areas. All merchandise should be undamaged, rotated on a regular basis, and checked for cleanliness. Items of interpretive value and general value in natural and cultural education will be prominently displayed.

(11) *Storage.* Merchandise is to be securely stored during off hours. Storage areas should be kept neat and clean and, to the extent possible, remain out of view to visitors.

E) Bicycle and Other Equipment Rental

(1) *Types of Rental Equipment.* The Concessioner is required to rent bicycles from the Mine Loading Building and Campground Store. The Concessioner is authorized to rent kayaks, paddleboards, power-assist bicycles and beach chairs/umbrellas at locations approved by the Service.

(2) *Equipment Quality.* All rental equipment shall be provided to the public in a clean, undamaged and complete condition, and meet all required public health and safety standards and all Applicable Laws, policies and regulations.

(3) *Safety Equipment and Instruction.* The Concessioner will provide the appropriate safety equipment and give operating and safety instructions prior to allowing rental customers to operate rented equipment. The Concessioner will adequately train its equipment rental staff to provide instructions to visitors on the safe and appropriate use and operation of all equipment that is available for rent.

(4) *Equipment Maintenance.* The Concessioner shall be responsible for maintaining in safe and complete working order all rental equipment, in accordance with all Applicable Laws.

F) Shuttle Transportation

(1) All shuttle vehicle drivers must comply with applicable local, State, and Federal laws concerning commercial vehicle operations, including licensing requirements.

(2) The Concessioner must have an operable radio onboard all vehicles and must provide the Service with the channel(s) used for general communication. The Concessioner shall have a second communication device on each vehicle, such as a cell phone.

(3) The shuttle will follow the route specified by the Service, which at minimum will include service between the Fort Pickens ferry docks, the Campground Store, and Langdon Beach.

(4) The shuttle vehicle drivers must have basic interpretive training regarding the natural and cultural resources of the Area and be capable of answering visitors' questions regarding Area resources. The Concessioner will work with the Service to develop and provide staff training materials.

(5) The Concessioner is authorized to propose adjustments to the shuttle schedule and route (including stops) based on the locations most traveled to and those that visitors report wanting to travel to, yet not served by the existing route.

(6) The Concessioner is required to provide shuttle service to non-ferry passengers.

G) Self-Service Laundry

(1) The Concessioner must provide 10 sets of self-service coin-operated laundry machines within restrooms in Area campground loops A, C and B/D. Each set will include a commercial-grade, coin-operated washing machine and dryer, for a total 10 washing machines and 10 dryers. Specifically, the following number of washers and dryers are required at each location:

- Campground Loop A Restroom: 4 washers & 4 dryers
- Campground Loop C Restroom: 2 washers & 2 dryers
- Campground Loop B/D Restroom: 4 washers & 4 dryers

Provision of the 4 washers and 4 dryers in Campground Loop B/D is contingent of future development and will not be required until development is complete and no earlier than 2019. All other washers and dryers to be required in 2018.

(2) The Concessioner is responsible for all utility costs associated with laundry service.

H) Ferry Embarkation Sites

(1) The Concessioner may not use the assigned spaces at the Pensacola and Pensacola Beach embarkation sites or the Service-owned docks within the Area for any other purpose than to provide the required and authorized services under the Contract, unless approved in writing by the Service.

(2) In the event that any ferry dock is damaged by the Concessioner, the Concessioner will be responsible for the cost of all repairs.

(3) *Continuation of Service Plan.* The Concessioner must develop a Continuation of Service Plan within 60 days from the effective date of the Contract and within 30 days of any changes or modifications. This Plan must explain the actions the Concessioner will take in the event that docks/piers/floats at any of the three embarkation sites are damaged (or otherwise unusable) preventing the Concessioner from providing the required ferry service from any of these locations. The plan should include a description of how service would be temporarily maintained during such an event and how changes in operations would be communicated to ferry passengers and Service staff.

(4) *Boarding Procedures*

(a) Passenger Loading and Unloading. The Concessioner must develop a Passenger Boarding Plan for all docks used under the Contract, including those in Pensacola, Pensacola Beach and within the Area. Specifically, to maximize efficiency in loading and unloading, the plan must address the number and placement of gangways at Pensacola, Pensacola Beach, and within the Area and describe how passengers will be loaded and unloaded at each embarkation site. The plan should describe how passenger queuing will function. The Concessioner must submit its plan by the effective date of the Contract and annually by February 1. The plan is subject to Service review and approval.

(b) Gangways. At docks at each of the three embarkation locations (Pensacola, Pensacola Beach and Fort Pickens) the Concessioner will provide and handle all gangways and gates as needed to efficiently and safely load and unload passengers from the ferry vessels.

(c) Safety Precautions. The Concessioner will observe the following safety precautions:

- Prior to departing the docks, vessel captains will coordinate with vessel crew who will assist in managing passenger loading/unloading and docking procedures to ensure no visitors are put at risk or injured.
- Each time the vessel moves away from the dock, all gangways and railing gates must be in the closed position. This includes emergency "pull-away," such as when large wakes approach the docks.

- The ferry captain will precede each emergency "pull-away" with one long blast and three short blasts of the boat whistle to alert passengers and bystanders of this unexpected movement.
- Ferry captains will utilize docking procedures that minimize bumping the docks.

(d) Safety Instructions. Employees of the Concessioner must provide patrons with safety instructions prior to leaving departure docks to include, at a minimum, the following information:

- Location of life jackets and proper fit and use
- Location of life rafts
- Location of first aid kits and fire extinguishers
- Man overboard procedures
- Boat grounding procedures

6) ENVIRONMENTAL AUDITS AND INSPECTIONS

A) Environmental Audit

The Service's Environmental Audit Program evaluates concessioner facilities and operations, compliance with all Applicable Laws, including without limitation, environmental requirements, implementation of best management practices, and awareness and accountability for environmental management. Generally, the Service conducts audits every 3 to 5 years.

B) Concessioner Environmental Inspections

The Concessioner will inspect facilities, equipment, and operations under this Contract in accordance with Applicable Laws addressing environmental compliance and in accordance with procedures described in its Environmental Management Program (EMP).

7) RISK MANAGEMENT PROGRAM

A) Risk Management Plan

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Plan that is in accordance with the Occupational Safety and Health Act and Director's Order #50B, Occupational Safety and Health Program. The Concessioner must submit an initial Risk Management Plan to the Service within 60 days of the effective date of this Contract and resubmit the plan for review by the Service annually no later than December 31. The Concessioner must update its Risk Management Plan to ensure compliance with Applicable Laws and to respond to feedback provided by the Service.

The Concessioner's Risk Management Plan will address, at a minimum, the following elements:

- Policy
- Program Scope
- Program Goals and Targets
- Accountability and Responsibility
- Resources
- Operational Procedures
- Emergency Procedures
- Communications
- Program Reporting
- Accident Reporting and Investigation
- Inspections and Corrective Actions
- Monitoring, Measurement and Improvement
- Any contract specific risk management requirements

B) Emergency Response

The Concessioner must provide plans and procedures, equipment and training to employees to effectively respond to releases of hazardous substances for the purpose of stopping the release in accordance with 29 CFR 1910.120(q)(6)(iii). These include an Emergency Action Plan, Emergency Response Plan and must include a Spill Prevention Control and Countermeasure Plan. The Concessioner must include these stand-alone plans as key parts of the Concessioner's Risk Management and Environmental Management Programs. The Concessioner must provide and maintain emergency response equipment, to include AED and first response kits. The Concessioner must provide these plans to the Service, if requested.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement & Security

(1) *Service*

(a) The Service provides primary visitor protection in conjunction with cooperative arrangements between the Service and associated local city, county and state law enforcement agencies.

(b) The Concessioner will inform the Service immediately of any correspondence with the USCG related to emergency or other reports.

(2) *Concessioner Personnel.* Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area and vessel visitors. They have no authority to take law enforcement action.

(a) The Concessioner must secure buildings, equipment and facilities, specifically including the Concession Facilities and vessels, under its control.

(b) The Concessioner must immediately report to Gulf Breeze Dispatch any observed violations of the law.

(3) *Weather Preparedness Plan.* The Concessioner will prepare a Weather Preparedness Plan and provide a copy to the Service for review within 60 days after the effective date of the Contract and within 48 hours of any updates or changes. The plan will cover the preparedness levels for different categories of high winds, rain and thunderstorms, tropical storms and hurricanes, and designate specific actions to be taken and the individuals responsible for those actions. The Concessioner will be expected to assist the Park in the event of an on-land or on-water emergency. The initial plan will stand as the Weather Preparedness Plan for the balance of the Contract term, with any changes to the Plan submitted for review by either party by February 1.

B) Fire Protection

(1) Fire prevention and protection must be primary considerations at all Concession Facilities, vessels, and vehicles, including trams. The Service does not provide fire response. Local communities and/or USCG generally provide l fire response. The Concessioner must coordinate with local communities and/or USCG and ensure that an agreement is in place for fire response at Concession Facilities, vessels and vehicles, including trams. The Concessioner must ensure that it meets all the necessary requirements to qualify for local community and USCG fire protection.

(2) The Concessioner must integrate fire and life safety procedures in its Risk Management Program.

(3) The Concessioner must ensure that all Concession Facilities, vessels and vehicles, including trams meet Federal, State, and Local codes and that appropriate fire detection and suppression equipment is installed, operated, inspected, tested, and maintained in accordance with Applicable Laws, policy and regulation including, but without limitation, National Fire Protection Association standards and National Park Service Resource Manual 58 (RM-58) where feasible.

(4) The Concessioner must comply with NFPA and USCG requirements as well as all laws, policies and regulations relating to fire suppression and alarm systems.

C) Emergencies

(1) In case of an emergency onboard a vessel, including power failure, the Concessioner must:

(a) Ensure that each vessel captain will be able to contact the USCG and the Service.

(b) Ensure that the vessel captain will keep passengers informed of the situation and what actions are being taken.

(2) The Concessioner must immediately use "911" reporting procedures in the event of any emergency or serious injury sustained in the Concession Facilities or on vessels. After using the "911" reporting procedures, the Concessioner must contact the Service to report the incident through Service Headquarters or by any other means necessary to make the Service aware of the incident.

(3) The Concessioner will provide one automated external defibrillator ("AED") onboard each vessel. At least one crewmember will be certified in the use of an AED device.

(4) The Concessioner must provide adequate training and certification to appropriate staff to respond to basic emergency medical needs including first aid, CPR and use of an AED. The Concessioner must ensure that the senior deck hands are certified in first aid. In addition, at least one crewmember on each ferry trip will be CPR-certified. All Concessioner employees must be trained in proper emergency

reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location.

9) UTILITY RESPONSIBILITIES

A) Concessioner

(1) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs, and goals. The Concessioner must participate in energy audits and incentives if offered by its power provider.

(2) In the Area, the Concessioner must contract with independent suppliers to provide utility services including, electricity, phone, internet, and propane . The Concessioner must provide prompt payment for these services.

10) PUBLIC RELATIONS

A) Required Notices

The following notices must be prominently posted at all Concessioner cash registers and payment areas:

"This service is operated by (Concessioner's name), a Concessioner under contract with the U.S. Government and administered by the National Park Service. The Concessioner is responsible for conducting these operations in a satisfactory manner. Prices are approved by the National Park Service."

Please address comments to:

Superintendent
Park Headquarters
Gulf Islands National Seashore
1801 Gulf Breeze Parkway
Gulf Breeze, FL 32563
GUIS_Superintendent@nps.gov

"No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted in the use of this facility. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

The Concessioner must refer all media inquiries concerning operations within the Area on the vessels, questions about the Area or the vessels, or concerning any incidents occurring within the Area or on the vessels to the Service. This includes all media interviews.

C) Advertisements and Promotional Material

(1) *Promotional Material*

(a) Branding. The concessioner will be provided a logo, color palette and other branding material to be used in all promotional materials. The materials are the property of the NPS and may not be trademarked or reserved in anyway. Third parties, such as the City of Pensacola and Escambia County as well as Visit Pensacola, may utilize, with NPS permission, the same materials in marketing and material production.

(b) Approval. The Concessioner must obtain Service approval of any promotional material prior to use or publication. This comprises all promotional material, including website information and social media. A longer period for Service approval may be required for major projects or where Service staff assistance is required to help develop the product. The Concessioner should contact the Service well in advance to establish specific timeframes for each project.

(c) Changes. The Concessioner must submit all initial promotional media (including websites) or changes to such media to the Service for review **at least 30 days prior to projected need** or printing dates. The Service will make every effort to respond to minor changes to brochure and other media within 15 days.

(d) Material. The Concessioner should publish all advertisements and promotional material using soy-based inks on minimum 30% post-consumer material paper and tree-free products, and print double-sided wherever feasible.

(e) Websites. The Concessioner must provide accurate, up to date information to the Service in order that the Service may provide links from the Service websites to the Concessioner's websites.

(2) *Statements*

(a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within the Area and on the vessels.

(b) Advertisements for employment must state that the company is an equal opportunity employer.

(3) *Social Media*. The Concessioner may use Facebook, Twitter or other social media outlets. The Concessioner must provide the layout and general content of the social media site for approval **at least 10 days prior** to making the site accessible to the public. The Concessioner must use the provided marking materials, including logo, color palate and other branding materials. *The materials are not the property of the concessioner and may not be trademarked or reserved in anyway.* The Concessioner must also use the following Service-approved language in the description of the Concessioner on social media sites:

(Company Name) is an authorized Concessioner of the National Park Service, Department of the Interior. (Company Name) is authorized to provide (list service types) within (park name).

(a) Postings, Comments, Photos and Other Social Media Content. Content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive or irrelevant. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.

(b) The Service must approve advertising and promotional content for social media sites if different from previously approved for other media.

(4) *Use of National Park Service Authorized Concessioner Mark (Mark)*

(a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."

(b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a superior, satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.

(c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on vessels.

(d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment.

(e) Artwork, Layout and Use. The Concessioner must use the official authorized mark artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services web site under the Concessioner Tools tab.

(f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

11) VOLUNTEERS IN THE PARK (VIP) PROGRAM

The Concessioner is encouraged to permit its employees to participate in the Service's Volunteers in Parks (VIP) program. Additional information concerning the Service VIP program can be found at the Service website (www.nps.gov).

12) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

The Concessioner must provide the Service with all supporting documentation for all operational reports upon request.

(1) *Management Listing.* The local General Manager must provide the Service with a list identifying key concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers by **February 1** of each year, and any significant revisions thereafter.

(2) *Incident Reports*

(a) Any vessel or motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.

(b) Any other incident resulting in personal injury requiring more than minor first aid treatment, or property damage exceeding $500 as soon as possible.

(c) All suspected or known regulatory or criminal violations as soon as possible.

(3) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether employees or visitors, to the Service. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

(4) *Spills*. The Concessioner must immediately report hazardous materials spills as required by EPA and the regulations of the appropriate state agencies (Florida Office of Emergency Response). In addition, the Concessioner must immediately report any spill in excess of 5 gallons to the Service by calling Gulf Breeze Dispatch.

(5) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing prior to their use by the Concessioner. The Concessioner must provide all customer satisfaction data collected by a third party to the Service **within 14 days** of receipt.

B) Operational Reports by Use

The Concessioner must include all operational statistics in a monthly Concessioner Operational Report to the Service **due by the 15th day** of the following month and provide an annual summary report to the Service due **February 1** each year. The Concessioner must provide this data in a concise electronic spreadsheet form.

(1) *Passenger Ferry*

(a) Number of passengers (ridership) served by month and year

(b) Breakdown of daily ridership totals for each leg of the ferry route and for each departure time, including the number of passengers boarding and disembarking each vessel at each embarkation location, as follows:

- Pensacola to Fort Pickens
- Fort Pickens to Pensacola Beach
- Pensacola Beach to Pensacola
- Pensacola to Pensacola Beach
- Pensacola Beach to Fort Pickens
- Fort Pickens to Pensacola

(c) Total number of tickets sold per month and year, broken down by the type of ticket sold (adult, child, senior, 3-day pass, etc.)

(d) Number of passengers receiving rate discounts, broken down by discount category and corresponding rate applied

(e) Monthly prevailing rates for all passenger classes

(f) Number of complimentary tickets issued

(g) Counts or estimates of 'Turn away' demand during the month, times, dates, and locations

(h) Number of trips canceled, dates and times of cancellations, and reason for cancellation

(2) *Food and Beverage*

(a) Number of food and beverage transactions, monthly revenues, and average check for the Mine Storeroom Building, Campground Store operation and onboard ferry sales.

(3) Retail

(a) Monthly number of transactions by location (Mine Storeroom Building and Campground Store)

(b) Monthly revenue by location (Mine Storeroom Building and Campground Store)

(4) Bicycle and Other Equipment Rentals

(a) Number of bicycle rentals and numbers of other equipment rentals by location (Mine Storeroom Building and Campground Store)

(b) Monthly revenue by location (Mine Storeroom Building and Campground Store)

(c) Equipment damaged, lost, or replaced

(5) Shuttle Transportation

(a) Number of passengers (ridership) served by month and year

(b) Describe levels of use associated with each shuttle stop

(c) Daily number of passengers embarking and disembarking at each location

(d) Counts or estimates of "Turn away" demand during the month, times, dates and locations.

(e) Description of daily weather conditions

(f) Number of trips canceled, dates and time of cancellations, and reason for cancellation.

C) Concessioner Financial Reports

In addition to the Annual Financial Report (AFR) required in the Contract, by the **15th of the month** as part of the monthly reporting, the Concessioner must report on the franchise fee deposit made from the preceding month. Reporting documentation must include a copy of the electronic confirmation identifying the account and the amount transferred.

D) Summary of Initial and Recurring Due Dates

The following summarizes the preceding reporting requirements and details other reports, plans, payments, and inspections that will be the responsibility of the Concessioner.

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	**Schedule**	**Due Date**	**Reference**
Initial Requirements			
Risk Management Plan	Initial/ Annually	Within 60 days after the effective date of the Contract; updates due by December 31 of each year	Operating Plan, Sec. 7 A)
Environmental Management Program	Initial/ Annually	Within 60 days of after the effective date of the Contract; updates due by December 31 of each year	Contract, Sec. 6 (b)(1)
Weather Preparedness Plan	Initial	Within 60 days after the effective date of the Contract and within 48 hours of any updates or changes	Operating Plan, Sec. 8 A)(3)
Employee Handbook	Annually	Within 60 days after the effective date of the Contract, and within 48 hours of any updates or changes	Operating Plan, Sec. 4 F)(3)
Cancellation and Refund Policy	Initial/ Annually	Within 90 days after the effective date of the Contract, annually by October 1, and 30 days prior to implementation of any proposed policy changes	Operating Plan, Sec. 4 E)(4)(g)
USCG Vessel Captains	Initial/	Within 15 days after the effective date	Operating Plan, Sec. 5 B)(1)

SUMMARY INITIAL AND RECURRING DUE DATES			
Title	**Schedule**	**Due Date**	**Reference**
Licenses	Annually	of the Contract and/or within 48 hours of each new hire or license renewal	
Continuation of Service Plan	Initial / Annually	Within 60 days of effective date of the Contract and within 30 days of any changes or modifications.	Operating Plan, Sec. 5 H)(3)
Passenger Boarding Plan	Initial/ Annually	On or before the effective date of the Contract and annually by February 1 thereafter	Operating Plan, Sec. 5 H)(4)
F&B Menu & Initial Rates Approvals	Initial	Within 30 days of the effective date of the Contract	Operating Plan, Sec. 4 B)(1)(b)
List of Retail Offerings & Initial Rates	Initial	Within 30 days of the effective date of the Contract	Operating Plan, Sec. 4 B)(1)(c)
List of Equipment Rental Offerings & Initial Rates	Initial	Within 30 days of the effective date of the Contract	Operating Plan, Sec. 4 B)(1)(d)
Annual			
Annual Financial Report	Annually	Not later than 120 days after the last day of the Concessioner's fiscal year	Contract, Sec. 13 (b)(1)
Schedule of Operations	Annually	October 1, and 90 days prior to implementation of any proposed changes	Operating Plan, Sec. 4 A)(2)
Pre-Season Meeting	Annually	No later than March 1	Operating Plan, Sec. 4 A)(6)
Post-Season Meeting	Annually	No later than December 15	Operating Plan, Sec. 4 A)(6)
Rate Approvals	Annually	October 1 and at least 90 days in advance of their intended effective date	Operating Plan, Sec. 4 B)(2)
F&B Menu Approvals	Initial/ Annually	February 1	Operating Plan, Sec. 5 C)(2)
Merchandise Approval/Selection Request	Annually	February 1	Operating Plan, Sec. 5 D) 2).
Annual Overall Rating	Annually	April 1	Operating Plan, Sec. 4 D)(2)
Management Listing	Annually	February 1 and when significant changes occur	Operating Plan, Sec. 12 A)(1)
Certificates of Insurance	Annually	On effective date and annually thereafter	Contract, Sec. 11 (b)(3)
Operational Reports	Annually/ Monthly	February 1 of each year and by the 15th day of the following month	Operating Plan, Sec. 12 B)
Inventory of Hazardous Substances	Annually	February 1	Contract, Sec. 6 (d)(1)
Inventory of Waste Streams	Annually	February 1	Contract, Sec. 6 (d)(1)
Monthly			
Franchise Fee	Monthly	By the 15th day after the last day of each month of operation	Contract, Sec. 11 (b)
Visitor Comments	Monthly	Within 15 days after the end of each month	Operating Plan, Sec. 4 E)(7)
Other			
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 10 C)(1)
Survey/Visitor Response Data	As Provided	Within 14 days of receipt	Operating Plan, Sec. 12 A)(5)

***Note**: Per the Contract, the Director from time to time may require the Concessioner to submit other reports and data regarding its performance under the Contract or otherwise, including, but not limited to, operational information.*

Effective _____, 20___

National Park Service Healthy and Sustainable Food Program Glossary and Standards

This glossary contains common definitions and sources of terms used in the *Healthy and Sustainable Food Choices Table*. These terms are used in the U.S. Department of Health and Human Services *Health and Sustainability Standards for Use in Federal Food Procurement for Concessions and Vending Operations*; the *Dietary Guidelines for Americans, 2010*; *21 CFR Part 101, Food Labeling*; and several other sources such as state, local, and institutional standards were used where federal criteria were not available.

Fair Trade

Fairtrade International: Fair Trade—defines a trading partnership, based on dialogue, transparency and respect, that seeks greater equity in international trade. It contributes to sustainable development by offering better trading conditions to, and securing the rights of, marginalized producers and workers—especially in developing countries. (http://www.fairtrade.net/fileadmin/user_upload/content/2009/about_fairtrade/Fair_Trade_Glossary.pdf)

Genetically Modified Organisms

7 CFR 205: "excluded methods" - organisms whose growth and development has been influenced by means that are not possible under natural conditions or processes and are not considered compatible with organic production. Such methods include cell fusion, microencapsulation/ macro-encapsulation, and recombinant DNA technology (including gene deletion, gene doubling, introducing a foreign gene, and changing the positions of genes). Such methods do not include the use of traditional breeding, conjugation, fermentation, hybridization, in vitro fertilization, or tissue culture.
Note: Non-GMOs are not necessarily "organic."

Light or Lite

21 CFR 101.56: "Light" or "lite" – term that may be used on the label or in the labeling of a meal product and a main dish product, provided that: the food meets the definition of "Low in calories"; or "Low in fat"; and a statement appears on the principal display panel that explains whether "light" is used to mean "low fat," "low calories," or both. (Refer to regulatory citation for more specific information on use of these terms.)

Low Fat

21 CFR 101.62: "Low fat," "low in fat", "contains a small amount of fat," "low source of fat," or "little fat" – means the food has a reference amount customarily consumed greater than 30 grams or greater than 2 tablespoons and contains 3 grams or less of fat per reference amount customarily consumed; or the product contains 3 g or less of total fat per 100 grams and not more than 30 percent of calories from fat for meal products and main dish products.

Low Sodium

21 CFR 101.61: "Low sodium," or "low in sodium," "little sodium," "contains a small amount of sodium," or "low source of sodium" – means the food has a reference amount customarily consumed greater than 30 grams or greater than 2 tablespoons and contains 140 milligrams or less of sodium per reference amount customarily consumed; or 140 milligrams or less of sodium per 100 grams for meal products and main dish products.

Made with Organic Ingredients

7 CFR 205: "Made with organic ingredients" – means that the product contains at least 70 percent organic ingredients.

No Antibiotics Added

FSIS (http://www.fsis.usda.gov/factsheets/meat_&_poultry_labeling_terms/index.asp#15): "No antibiotics added" – term that may be used on labels for meat or poultry products if sufficient documentation is provided by the producer to the Agency demonstrating that the animals were raised without antibiotics.

No Hormones Added

FSIS (http://www.fsis.usda.gov/factsheets/meat_&_poultry_labeling_terms/index.asp#15):

- Hormones are not allowed in raising hogs or poultry. Therefore, the claim "no hormones added" cannot be used on the labels of pork or poultry unless it is followed by a statement that says "Federal regulations prohibit the use of hormones."

- "No hormones administered" – term that may be approved for use on the label of beef products if sufficient documentation is provided to the Agency by the producer showing no hormones have been used in raising the animals.

Organic

7 CFR 205: "Organic" – a labeling term that refers to an agricultural product produced in accordance with the "The Organic Foods Production Act of 1990", as amended (7 U.S.C. 6501 et seq.) and associated regulations.
Note: Organic foods cannot be GMOs.

Seasonal

H.R.2419: 'Locally or regionally produced agricultural food product' – any agricultural food product that is raised, produced, and distributed in:

- (I) the locality or region in which the final product is marketed, so that the total distance that the product is transported is fewer than 400 miles from the origin of the product; or (II) the State in which the product is produced.

Shade-grown

Coffees grown under a canopy of trees in a manner that is supportive of environmental sustainability including providing migratory bird habitat. Shade-grown may be demonstrated through certification through non-profit organizations such as the Smithsonian Migratory Bird Center or the Rainforest Alliance.

Whole Grains

USDA, Dietary Guidelines for Americans 2010: Whole grains - grains and grain products made from the entire grain seed, usually called the kernel, which consists of the bran, germ, and endosperm. If the kernel has been cracked, crushed, or flaked, it must retain nearly the same relative proportions of bran, germ, and endosperm as the original grain in order to be called whole grain. Many whole grains are also a source of dietary fiber.

I. HEALTHY FOOD STANDARDS – FRONT COUNTRY OPERATIONS	
A. Food Ingredients and Choices: Applicable to the portion of the menu as specified.	
1. Overall Menu: Applicable to the entire menu.	
Vegetable and Fruit Option	Offer all entrées or full meals with at least one serving of a fruit or vegetable. Where food is available only à la carte, offer fruits or vegetables as side dishes on the menu.
Low-fat and Fat-free Dairy	Where milk and milk products are offered, offer low-fat or fat-free milk and milk products.
Beverages with No Added Sugar	At least 30 percent of beverages offered must have no added sugar (e.g., high-fructose corn syrup, fructose, fruit juice concentrates, honey, sucrose, dextrose). Offerings should be grouped when determining the percentage (e.g. diet flavored teas, diet sodas, and non-diet sodas).
2. For Certain Menu Choices: Applicable to two core menu items: *one vegetarian* and *one non-vegetarian*. Applies to sit-down meals as wells as grab-and-go and cafeteria offerings.	
Light/Lite	Entrée, including sides, is light[1] and contains approximately 800 or fewer calories for adults and 600 or fewer calories for children when prepared according to the recipe.
Fat	Entrée is designated as low fat.
Sodium	Entrée is designated as low sodium.
Whole Grain	Where grains are offered in entrées, they are whole grains.
B. Food Preparation	
Portion Sizes	Offer half servings or reduced portion sizes when possible such as when items are prepared in bulk (e.g., pasta, soups) and are served to order.
Frying Oil Used	Offer the choice of steamed and grilled food rather than fried when food is made to order. Do not use artificial trans fats in frying or as ingredients in any foods on the menu.
C. Food Education	
Signage and Labeling	Identify "healthy choice" options that meet the NPS healthy food choice standards with a designated symbol and key on menus, signs, and other materials to educate visitors on these items. Use signs or other materials to educate visitors on the importance of healthy food.
Placement	For grab-and-go food establishments, ensure that healthier options are placed where they are noticeable and more likely to be purchased.
Nutritional Data	Provide specific nutritional information for core healthy food menu items upon request. At minimum, this information should include the labeling facts recommended by the USDA's Dietary Guidelines for Americans. (The percent daily values and vitamin labels are not necessary).
Marketing	Do not offer fried items as "specials" or "featured" items.

1. Underlined terms are defined in the NPS Healthy and Sustainable Food Choice Glossary (Attachment 1 to this Operating Plan).

2. Concessioner menus and menu boards are subject to review and approval by the NPS per Service policy and per Contract terms.

II. SUSTAINABLE FOOD GUIDELINES - FRONT COUNTRY OPERATIONS	
A. Food Ingredients and Choices.	
Sustainable Fisheries	Where seafood options are offered, provide only those that are "Best Choices" or "Good Alternatives" on the Monterey Bay Aquarium Seafood Watch list, certified sustainable by the Marine Stewardship Council, or identified by an equivalent, NPS-approved program.
Fair Trade	Offer fair trade-certified coffee.
Sustainably Grown	Offer shade grown coffee.
Seasonal, or Locally or Regionally Produced	Offer seasonal or locally or regionally produced products and ingredients.
Organic	Provide menu items that could be labeled as "made with organic ingredients", "organic" or "100 percent organic." Note: Organic foods by definition are not genetically modified organisms (GMOs).
Hormones and Antibiotics	Meat, seafood and eggs have no added hormones and are antibiotic-free.
B. Food Education	
Signage and Labeling	Identify "sustainable choice" options with a designated symbol and key on menus, signs, and other materials to educate visitors on these items.[2] Such items meet one or more of the sustainable food choice attributes. Use signs or other materials to educate visitors on the importance of sustainability and the sustainable components of the food and beverage operation.

1. Underlined terms are defined in the NPS Healthy and Sustainable Food Choice Glossary (Attachment 1 to this Operating Plan).
2. Concessioner menus and menu boards are subject to review and approval by the NPS per Service policy and per Contract terms.