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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 Bandelier National Monument (hereinafter referred to as the "Monument") 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 Monument. 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.

The Service provides guidance materials for Concessioners on the National Park Service Commercial Services website at www.concessions.nps.gov.

2) Management Responsibilities

A) Concessioner

- (1) To achieve an effective and efficient working relationship between the Concessioner and the Service, the Concessioner must designate an on-site general manager who:
 - (a) Has the authority and the managerial experience for operating the assigned Concession facilities and required and authorized services within the Monument
 - (b) Must employ a staff with the expertise and training to operate all services offered under this Contract
 - (c) Has full authority to act as a liaison in all Concession administrative and operational matters within the Monument
 - (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 an acting general manager.

B) National Park Service

The Superintendent of Bandelier National Monument is the Monument manager with responsibility for all Monument operations, including Concessions. The Superintendent carries out the policies and directives of the Service, including Concession Program Management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to Bandelier National Monument, including the following:

- (1) *Evaluation of Concessioner services and facilities* to determine if the Concessioner is complying with all provisions of the contract, to determine if performance is satisfactory, and to ensure public health and safety. The Service will:
 - (a) Prepare written reports of periodic or unannounced evaluations (inspections)
 - (b) Determine the Annual Overall Rating based on the Concessioner's contract compliance and performance. Methods of assessment include periodic evaluations, proper insurance coverage, timely payment of franchise fees, and fulfillment of reporting requirements.
- (2) *Review and approval* of the following:
 - (a) Rates charged for all commercial services, including menu prices
 - (b) Introduction of or changes to services, advertisements, educational materials and programs, and other items outlined in the Operating Plan (Exhibit A) and Maintenance Plan (Exhibit E)
 - (c) Improvements or changes to the Concession Facilities and the Concessioner Annual Maintenance Plan
- (3) *Delivery of a current Service staff list*, as needed, to the Concessioner with all appropriate points of contact
- (4) *Annual review with Concessioner* of the Operating Plan (Exhibit A) and Maintenance Plan (Exhibit E).

3) General Operating Standards and Requirements

The Concessioner must provide all services in a consistent, environmentally sensitive, and high quality manner. The Concessioner must operate in accordance with the operating standards as defined by the Service. Throughout the Operating Plan, the "restaurant" refers to the food and beverage *and* retail operations in Building 17.

A) Schedule of Operation

(1) *Standard Operations.*

- (a) Minimum Operating Season. The Concessioner must provide required visitor services at a minimum from March through October annually. (With Service approval, the exact opening and closing dates could vary annually, for example to coincide with a weekend. For instance, in 2017, the minimum operating season could be Saturday, March 4 through Sunday, October 29.)
- (b) Minimum Hours of Operation. The Concessioner must operate the restaurant during designated hours, which, at a minimum, will coincide with the hours of operation of the Monument Visitor Center. The Visitor Center's core hours are 9:00 a.m. to 5:00 p.m., with extended hours in the spring, summer, and fall.
- (c) Off-Season Operation. The Concessioner may choose to be open throughout the year, but must operate consistently on an approved schedule (rather than at will) to ensure visitors can be correctly informed of when services will be available.
- (d) Establishing Schedule of Operation.
 - By January 15 annually, the Superintendent and the Concessioner will review opening and closing dates and hours of operation to set a schedule for the upcoming season (March through October).
 - No later than Labor Day annually, the Concessioner must submit its off-season (November 1 - February 28/29) schedule in writing for Service approval, and must specify the proposed hours and the days of the week it will be open. For example, during the off-season, the Concessioner could propose to open the restaurant during weekends only, rather than daily. The Monument will be closed every December 25 and January 1.
 - The Concessioner's schedule of operations will remain in effect unless the Superintendent approves a change in writing.
- (e) The Service will provide public notification of changes in the Monument's seasonal operating hours or periods of closure. The Concessioner must ensure its public information is up to date. For example, if the Concessioner has a website, the Concessioner must update the site as needed to announce seasonal changes in the operating hours or unscheduled closures of its operations and provide a link to the Service's website. (www.nps.gov/band)
- (f) The Service will give reasonable notice of any schedule changes that it may initiate. Weather, visitation, maintenance needs, budgetary decisions, and emergencies may cause specific dates of operating seasons to fluctuate.
- (g) The Concessioner must operate all facilities and services in accordance with the specified and posted hours of operation. Hours of operation must be prominently displayed at its facility and posted in such a manner as to be easily visible to the public.

(2) *Special Events.* The Superintendent may schedule special events that would require the Concessioner to remain open beyond normal business hours.

- (a) The Superintendent will notify the Concessioner as soon as the event is scheduled, but no less than 21 days in advance.
- (b) The Concessioner and the Superintendent will cooperatively determine appropriate hours of operation that are commensurate with the special event.
- (c) The Concessioner may schedule a special event dinner, after regular hours, to correspond with a Monument-sponsored event with Service approval.
- (d) The Concessioner must not disrupt or shorten regular hours to allow for special events without Service approval.

B) Rate Determination and Approval

(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 Service determines reasonableness of rates based upon current concession management guidelines. Service rate approval methods are subject to change. Rates and charges under this Contract must be determined, unless the Service specifies a different rate determination, using the methodologies set out below. Each of the specified methodologies has the same meaning as that set out in the 2010 Concession Management Rate Administration Guide ("Rate Administration Guide"), as rates may be amended, supplemented, or superseded throughout the Contract.
- (2) If the Concessioner offers an item at less than the optimum condition because of unavailable elements or amenities, or because of poor service or other conditions, the Concessioner must discount the item or service. This should not be construed to condone shortages, poor service, or running out of items on a regular basis and should be used only in unavoidable situations.
 - (3) *Rate Methods*. The Concessioner must set or submit all rate requests in accordance with the Rate Administration Guide. The currently approved rate methods are as follows.
 - (a) Food and Beverage, including Mobile Food Service, if provided. The Concessioner and the Service will establish an initial core menu. These core menu items are subject to comparability analysis. The Service may eliminate the core menu method per the Rate Administration Guide. All menus are subject to Service approval prior to finalization.
 - (b) Retail. Merchandise, including gifts and souvenirs, are approved in accordance with Manufacturer Suggested Retail Price, or, where not available, by National Park Service Competitive Market Declaration (CMD) guidelines.
 - (c) Beer and Wine Sales. If applicable, rates for beer and wine will be determined by Competitive Market Declaration.
 - (4) *Rate Approval*
 - (a) Approval Timing.
 - To establish rates, the Concessioner must submit all requests in writing at least 45 days in advance of initiating the service.
 - If requesting rate changes to established rates, the Concessioner must submit all requests in writing no more than once annually. It is the responsibility of the Concessioner to submit rate requests by March 1 of each year.
 - The Service will approve, disapprove, or adjust rates and will inform the Concessioner within 30 days of the rate request submittal.
 - (b) Approved Rate Posting. The Concessioner must prominently post all rates for goods and services provided to the visiting public at all times.
 - (c) Rate Compliance. The Superintendent or his/her designated Service representative will check for rate compliance during periodic operational evaluations and throughout the year. Approved rates must remain in effect until superseded by written changes approved by the Service.
 - (5) *Reduced Rates for Government Employees*. Reduced rates for federal government employees on official business must be part of the approved rate schedules. Otherwise, goods and services may not be provided to government employees or their families without charge or at reduced rates that are not available to the general public.
- C) Purchasing**
- (1) *Competitive Purchasing*. The Concessioner may purchase goods from a facility operated or owned by the Concessioner or a parent company, provided the product is comparable in quality and price.
 - (2) *Discounts*. The Concessioner must take advantage of all available trade, cash and quantity discounts and rebates, whenever feasible, and pass them through to the consumer or the operation.
 - (3) *Environmental*. The Concessioner must purchase environmentally friendly products whenever available and feasible.
 - (4) *Prompt Payment*. The Concessioner must promptly pay its financial obligations to contractors, vendors, utility providers, the Service, guests, employees, and others.

- (5) *Local Purchasing.* The Service encourages sourcing and purchasing of local products, where feasible.

D) Evaluations

- (1) The Concessioner must ensure the protection of resources, compliance with environmental, public health and risk management requirements, and provide satisfactory services for the Monument visitor within the Concession Facilities. The Concessioner must provide all services in accordance with the operating standards as defined by the Service and within acceptable hospitality industry practices. The Service's evaluation of facilities and services is a component of the Concessioner's Annual Overall Rating.
- (2) The Service and the Concessioner will separately evaluate and monitor Concession Facilities and services with respect to:
- (a) Service policy
 - (b) Applicable standards
 - (c) Authorized rates
 - (d) Risk management
 - (e) Fire safety
 - (f) Public health
 - (g) Environmental management
 - (h) Impacts on historical, cultural, and natural resources
 - (i) Integrated pest management policies
 - (j) Implementation of applicable sustainable practices
 - (k) Conformance to maintenance programs
 - (l) Compliance with the Contract including its Exhibits
 - (m) Visitor satisfaction and concerns
 - (n) Interpretive programs and information
- (3) *Periodic Operational Evaluations*
- (a) The Service will conduct both announced and unannounced evaluations of Concession Facilities and Concession activities to ensure conformance to applicable standards. The Service will also evaluate the conformance of the Concession Facilities to the established Maintenance Plan.
 - (b) The Concessioner must cooperate with the Service in scheduling inspections and in accompanying Service staff if requested.
 - (c) The Service will forward evaluation results to the Concessioner in a timely manner. The Concessioner must correct deficiencies within dates set by the Service. The Concessioner must address all periodic evaluation and environmental audit findings to the satisfaction of the Service. Delayed implementation or failure to correct may result in lowered periodic evaluation rating.
 - (d) For deficiencies that cannot be corrected by the assigned due date, the Concessioner must propose for Service approval a schedule for correction of deficiencies and the implementation of improvement programs resulting from evaluations.
- (4) *Annual Overall Rating.* As part of the Concessioner Review Program, the Service will determine and provide the Concessioner with an Annual Overall Rating (AOR) by April 1 for the preceding calendar year. The AOR will include the following reports and ratings:
- (a) Administrative Compliance Report. The Service will consider such items as timely and accurate submissions of annual financial reports, proof of insurance, and franchise fees.
 - (b) Operational Performance Report. This report summarizes the Periodic Operational Evaluations for the year.
 - (c) Public Health Program Evaluation Report. This is an annual summary of Public Health Service inspections.
 - (d) Risk Management Program Evaluation Report. This is an administrative review of the Concessioner's Risk Management Program.
 - (e) Environmental Management Program Evaluation Report. This is an administrative review of the Concessioner's Environmental Management Program.

- (f) Asset Management Program Evaluation Report. This is a review of the Concessioner's Asset Management (Maintenance) responsibilities.
- (5) *Safety and Occupational Health Inspections*
- (a) Concessioner Safety Inspections.
- The Concessioner must periodically conduct interior and exterior safety inspections of Concession facilities in accordance with its documented Risk Management Program.
 - The Concessioner must ensure employee compliance with health, fire, and safety code regulations as well as Service policies and guidelines.
- (b) Service Safety Evaluations.
- Risk Management is a component of periodic Service evaluations. The Service may conduct safety inspections at its discretion over the course of the Contract term.
 - The Service will determine and provide the Concessioner with a risk management rating based on the Concessioner's implementation of their documented Risk Management Program on an annual basis.
- (6) *Public Health Inspections*
- (a) The Service Public Health Consultant may conduct periodic food service evaluations without prior notice.
- The Concessioner must cooperate fully with the Public Health Consultant or designee.
 - The Public Health Officer provides the Concessioner, the Service, and the Director of the Public Health Program a written record of these inspections and the resulting rating.
 - Service staff may also conduct spot checks of key indicators as part of their periodic evaluation process.
- (b) The Concessioner must maintain and follow its own formal, written food service sanitation self-inspection program. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal food safety management plan or incorporated into existing business/operating plans.
- (7) *Fire Inspections*
- (a) Concessioner. The Concessioner must ensure that all facilities within its assigned area meet applicable federal, state and local codes and that fire detection and appropriate suppression equipment is installed, operated, and maintained in accordance with applicable National Fire Protection Association standards.
- (b) Service. The Service may conduct fire safety inspections at its discretion over the course of the Contract term. Location managers will be contacted at the time of facility evaluations so that a representative of the Concessioner may accompany the Service evaluator.
- (8) *Visitor Satisfaction and Monitoring*. The Concessioner must maintain a visitor satisfaction program to measure service and quality standards, product mix, pricing and overall Monument experience.
- (a) The Concessioner must make Service-approved comment cards available to visitors in order to measure service and quality standards, product mix, pricing and overall Monument experience.
- The Concessioner must provide an adequate inventory of comment cards at appropriate locations within Concession Facilities at all times.
 - The Concessioner may use an internet/electronic system for visitors to provide comments about the Concession Facilities and services. The internet/electronic system must be capable of creating reports and summaries of electronically submitted comments.
 - The Concessioner must forward to the Service, on a monthly basis, within fifteen (15) days of the last day of each month, a summary of all comments and complaints received on comment cards or any other form of documentation, including internet-based comments, if any, from the Concessioner website and at least one major travel-rating website.

- (b) The Concessioner must promptly provide to the Service visitor comments that allege misconduct by Concession or Service employees, pertain to the safety of visitors or Concessioner or Service employees, or concern the safety of Monument resources.
 - (c) The Service will forward to the Concessioner any comments and complaints received regarding the Concession Facilities or services. The Service will provide copies of its responses to comments or complaints to the Concessioner.
 - (d) The Concessioner must investigate and make an initial response to all visitor complaints regarding the Concession Facilities and its services within 48 hours of receipt. The Concessioner will provide the Service with copies of the Concessioner's response to complaints as soon as possible, and within a minimum of five days of the response.
 - (e) The Service will forward to the Concessioner a copy of any Service responses.
- (9) *Environmental Inspections and Evaluations*
- (a) Concessioner Environmental Inspections. The Concessioner must periodically conduct interior and exterior environmental inspections of all Concession Facilities in accordance with its documented Environmental Management Program.
 - (b) Concessioner Environmental Evaluations.
 - The Concessioner must self-assess its performance under its Environmental Management Program (EMP) at least annually per Section 6(b) of the Contract.
 - The Service will annually conduct an evaluation of the Concessioner's EMP. Environmental management is a component of regular Service evaluations.
 - (c) Environmental Audit. The Service may periodically conduct a comprehensive environmental audit of all operations and facilities in addition to the review of the Concessioner's Environmental Management Program. The Service Environmental Audit Program evaluates the Concession Facilities and operations with respect to environmental compliance, conformance with the Concessioner's Environmental Management Program and Best Management Practices Criteria required of the Concessioner and contained within the current Service environmental audit program operating guidelines.
 - (d) The Concessioner must provide full access to management, facilities, documentation, and other resources necessary for the Service to conduct the audits and evaluations.
 - (e) The Concessioner must cooperate with the Service in scheduling environmental audits and in accompanying Service staff on audits and evaluations if requested.
 - (f) The Concessioner is required to comply with correction dates or to establish abatement plans to correct deficiencies. Abatement plans are subject to Service approval.
 - (g) The Concessioner must ensure employee compliance with environmental code regulations, as well as Service policies and guidelines.

E) General Policies

(1) *Facility Use*

- (a) The Concessioner may not allow the use of Concession Facilities for activities that do not directly and exclusively support the visitor services allowed by the Concession Contract.
- (b) The Concessioner is responsible for general cleanliness of both public and employee-only areas of assigned facilities. (More information in the Maintenance Plan (Exhibit E))

(2) *Smoking Policy*

- (a) All Concession facilities, indoor and outdoors, are designated as non-smoking.
- (b) This prohibition includes the use of e-cigarettes.
- (c) The Concessioner must post notices in all public areas as necessary.

(3) *Lost and Found*

- (a) The Concessioner must turn over any items found by Concession employees or turned in to the Concessioner by visitors to the front desk at the Visitor Center within 24 hours.
- (b) The Concessioner must direct visitors who have lost or found items to the Visitor Center for reporting.
- (c) Service employees, volunteers, and Concession employees may not keep lost and found items.

- (4) *External Regulatory Agencies.* Any notices of violation, requests for corrective action, or any other type of performance or non/performance notices from external regulatory agencies must be submitted to the Service as soon as possible, but not later than ten days after receipt by the Concessioner. External regulatory agencies are any agencies having authority and/or jurisdiction over any facet of the Concessioner's operations or facilities in the Monument.
- (5) *Firearms and Weapons*
 - (a) On-duty employees may not possess or use weapons or firearms. As a condition of employment, the Concessioner may prohibit employees from having firearms in Concession Facilities.
 - (b) The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner with a thorough explanation of the basis of the request. The Superintendent will provide a written response to the Concessioner and the Concessioner must have written approval from the Superintendent before implementing any exceptions.
- (6) *Accepted Forms of Payment*
 - (a) The Concessioner must honor government-issued credits cards and at a minimum, MasterCard and Visa credit cards, and must accept debit cards at the direction of the Superintendent.
 - (b) U.S. currency, money orders, and traveler's checks must also be accepted.
- (7) *Vehicles*
 - (a) *Licensing, Maintenance, and Registration.* The Concessioner must keep all vehicles it uses properly registered, licensed, and maintained in accordance with Applicable Laws.
 - (b) Operators of all Concessioner owned, hired and non-owned autos will have a valid state operator's license for the size and class of vehicle driven.
 - (c) *Concessioner Parking.* The Concessioner and its employees must only use Service-approved and designated areas to park and store vehicles.
 - (d) *Identification.* The Concessioner must ensure that its vehicles display the Concessioner name and logo.
- (8) *Deliveries*
 - (a) Delivery vehicles and delivery times at all Concession Facilities must not interfere with business operations and must occur during off-peak hours.
 - (b) The Concessioner must direct the delivery of inventory, food, beverages, and supplies to the storage area on the mesa in the Service's Facility Operations Center. Deliveries to the facilities in Frijoles Canyon must be preapproved by the Service.
- (9) *Support Facilities*

The storage of merchandise in the Concessioner's on-site storage areas located within the Concession Facilities must be in compliance with National Fire Protection Association (NFPA) codes and standards and the 2012 International Building Code (IBC) for egress and clear areas.
- (10) *Interactions with Wildlife*
 - (a) The Service prohibits the feeding of wildlife within all units of the National Park System. The Concessioner must not encourage the feeding of wildlife at any facility within its land assignment by displaying food, such as popcorn and bread, in such a manner that may imply approval of the feeding of wildlife. In the event that merchandise, such as bird feeders, are offered for sale by the Concessioner, they must be clearly labeled to inform visitors that feeding wildlife within the Monument is prohibited.
 - (b) The Concessioner must take care in the packaging and serving of food to lessen the opportunity for spillage and access to wildlife. The Concessioner must be vigilant in cleaning outdoor eating areas to ensure trash and food scraps are not available to wildlife, including birds. The Concessioner must keep doors closed to prevent rodents from entering the restaurant.
 - (c) Should rodents, for example squirrels, become a nuisance the Concessioner must work with park officials to mitigate the situation.
- (11) *Signs*

- (a) All signs, including interpretive information, must be professionally made and not hand-printed. The Concessioner must ensure signs are clean and well-maintained.
 - (b) All signs will be subject to Service review and approval.
- (12) *Music*. Music played where the public may hear it must be appropriate to the themes of the Monument and the volume must be at a level that allows people to easily converse without raising their voices

(13) *Fireplaces*

The Concessioner's assigned facilities include operational fireplaces, which the Concessioner is required to maintain as described in the Maintenance Plan. The Service encourages the Concessioner to use the outdoor fireplace during operating hours in cold weather.

- (a) The Concessioner must burn only cured wood and remove cool ashes after each use.
- (b) Wood stored onsite must be maintained in an appropriate bin or storage rack that is in character with the historic district.
- (c) The Concessioner must cover fireplace openings with a fire screen.

F) Human Resources Management

- (1) *Employee Identification and Appearance*. Employees must be neat and clean in appearance and must project a hospitable, positive, friendly, and helpful attitude.
- (a) Every Concessioner employee must wear a uniform, such as an identifiable polo shirt and nametag. Name tags that identify individuals as an employee of the Concessioner must be worn at all times.
 - (b) The Service must approve uniforms at the beginning of this Contract and the Concessioner must receive approval from the Service before implementing changes.
- (2) *Employee List*.
- (a) The Concessioner must submit to the Service a list of the names, job titles, and contact information (on-site and after hours) for all managers within 30 days of the effective date of the Contract.
 - (b) The Concessioner must indicate the primary contact in case of emergencies.
 - (c) The Concessioner must update this list with any changes.
- (3) *Employee Hiring Procedures*
- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the year and to ensure the restaurant is open and properly staffed for all hours posted. 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) Background Checks. The Concessioner must establish hiring policies that include appropriate background reviews of applicants for employment.
 - (c) Drug-free Environment. The Concessioner must maintain, to the greatest extent possible, a drug-free workplace environment. Should the Concessioner learn of illegal drug use, or use of medical marijuana, by its employees within the Monument, the Concessioner must report the use and subsequent action taken by the Concessioner to the Chief Ranger's Office.
 - (d) Employment of Service Employees or their Family Members. The Concessioner may not employ in any status a Service employee, his/her spouse, or his/her dependent child without prior Superintendent written approval.
- (4) *Employee Training*. The Concessioner must provide appropriate formal and ongoing job training to each employee prior to duty assignments and provide refresher training as applicable or required.
- (a) Review Program. Annually, the Concessioner must inform its employees of the Concessioner Review Program and other Service evaluation and oversight programs, emphasizing the operational review program to managers. The Concessioner may request Service assistance.
 - (b) Orientation. The Concessioner must provide orientation and training for each employee.

- The Concessioner must inform employees of Service regulations and requirements that affect their employment and activities while working within the Monument, including potential safety hazards and their mitigation.
 - The Concessioner must orient its employees to the resources of the Monument, including the general history of the area, primary visitor trails, and significant archeological features. Employees must provide accurate information and direct visitors to the Visitor Center for additional information.
- (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:
- *Customer Service*. The Concessioner must provide customer service and hospitality training for employees who have direct visitor contact and develop a quality control program to ensure that employees provide high levels of service to guests. The Service may provide interpretive skills training for employees who provide interpretive information. The Concessioner must encourage and permit its employees to attend this training.
 - *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 Food Code as published by the U.S. Food and Drug Administration.
 - *Safety Training*. The Concessioner must train its employees annually according to the training requirements in its Risk Management Plan.
 - *Environmental Training*. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
 - *Maintenance Training*. The Concessioner must provide periodic skills training for its maintenance staff.
- (5) *Employee Conduct*. The Concessioner must review the conduct of its employees whose actions or activities are considered by the Service or Concessioner to be inconsistent with the proper administration of the Monument and enjoyment and protection of visitors. The Concessioner must take such actions as are appropriate to fully correct any such situation.

G) Environmental Management Program

The Concessioner must develop, document, implement, and comply fully with a comprehensive written Environmental Management Program (EMP) to achieve the Environmental Management Objectives as described in the Contract, Sec. 6 (b).

- (1) The Concessioner will submit to the Service an initial EMP within 60 days of the effective date of the Contract and an updated EMP annually, by March 1.
- (2) A summary of the EMP performance will be due to the Service by March 1, annually.

4) Risk Management Program

A) Risk Management Plan

The Concessioner must provide a safe and healthful environment for its employees and visitors. The Concessioner must develop, maintain, and fully implement a Risk Management Plan in accordance with Service Policy, the Occupational Safety and Health Act (OSHA) and Director's Order #50B, Occupational Safety and Health Program.

- (1) The Concessioner must submit its initial Risk Management Plan with a request for acceptance to the Service within 120 days of the Contract's effective date. The Concessioner, thereafter, must update the plan annually by March 1 of each year for review.
- (2) The program must include, at a minimum, the following components:
 - (a) How the Concessioner will make the policy available to its staff.
 - (b) The name of the Concessioner's local safety and health official.
 - (c) How the Concessioner will hold its management team and staff accountable for carrying out the risk management program.

- (d) How the Concessioner will ensure that adequate funding is available to support the program.
- (e) An annual update of the Concessioner's risk management goals and objectives.
- (f) Annual inspection schedules and the method for ensuring employees conduct the inspections.
- (g) The Concessioner's method for ensuring that qualified individuals are capable of recognizing and evaluating hazards.
- (h) The Concessioner's records management plan for risk management (e.g. training, inspection, and accident/injury records).
- (i) How deficiencies will be classified (examples) and the hazard abatement schedule for deficiencies classified as:
 - Imminent danger
 - Serious hazard
 - Non-serious hazard
- (j) The Concessioner's procedures for recording, reporting and investigating employee and guest injuries.
- (k) How the Concessioner will promote safety awareness for guests.
- (l) Emergency Procedures. This includes identifying probable occurrences, coordinating with plans developed by the Service for the Monument, and identifying how the Concessioner will train its staff to implement the plans.

B) Emergency Evacuation Plans

- (1) *Emergency Action Plan.* As part of its Risk Management Program, the Concessioner must include an "Emergency Action Plan" identifying the steps it will take in the event of an emergency, such as structural fire, and must be location specific.
 - (a) The Plan must include evacuation procedures for visitors and employees, as well as procedures for safeguarding valuables.
 - (b) The plan must include how employees will respond to an incidental spill of a hazardous chemical, and the quantity that will be considered an incidental spill.
 - (c) The Concessioner must have a plan in place for chain of communications in the event of an emergency or accident (e.g., first notify the Monument's Division of Law Enforcement and Emergency Services or 911).
- (2) *Emergency Evacuation Plans.*
 - (a) The Concessioner must develop and maintain written Emergency Evacuation and Fire Prevention Plans in accordance with 29 C.F.R. §§ 1910.38, 1910.39 and the National Fire Prevention Act 101.
 - (b) The Concessioner must train staff on the execution of the plan.
 - (c) The Concessioner must post a fire or emergency exit plan in each of its buildings.

C) Employee Accident/Injury Analysis

The Concessioner must provide the Service with an annual summary listing injury/accident types and employee lost days. The summary may include additional information if required by the Service. The summary must compare the present year to the same data from the previous year. This report is due by March 1 each year.

D) Illness and Infestation Prevention and Response

The Concessioner must include in its risk management plan its inspection, prevention and response procedures to minimize the risk and impact of common communicable diseases, vector borne illnesses, or pest infestations. The Concessioner must include appropriate elements of these inspection, prevention, and response procedures.

5) Protection and Emergency Services

A) Security

- (1) Service will provide law enforcement protection for employees, visitors, and the Monument resources.

- (2) The Concessioner is responsible for security or security devices deemed appropriate within the Concession Facilities.

B) Structural Fire Prevention, Protection, and Suppression

- (1) Los Alamos County Fire Department provides fire protection under an agreement with the Service.
- (2) The Concessioner must ensure that all Concessioner Facilities meet applicable federal, state and local codes and that fire detection and appropriate suppression equipment is available, operated, and maintained in accordance with applicable NFPA standards.
 - (a) The Concessioner must have a qualified professional perform interior and exterior fire inspections of the concession building prior to opening for the initial summer season and on an annual basis thereafter. Written records verifying the completion of such inspections must be maintained by the Concessioner and available to the Service upon request. The Concessioner must conduct routine fire drills of buildings as required by its Risk Management Program. Inspections must conform to current Service policies and procedures.
 - (b) The Concessioner has the responsibility of providing fire extinguishers for the Concessioner Facilities. This responsibility extends to include certified annual fire extinguisher inspection and monthly fire extinguisher checks. The Service will monitor compliance with quality assurance safety checks.
- (3) Fire suppression is the primary responsibility of the Service. The Concessioner's primary responsibility will be on the effective prevention of fires and the evacuation of persons from the premises.

C) Emergency Medical Care

- (1) *Emergency Response.* Los Alamos County provides emergency medical response. The Concessioner should immediately report medical emergencies by calling 911.
- (2) Concession employees may provide emergency medical care only to the level of their training. The only persons the Concessioner may treat and transport are on-duty concession employees who decline or refuse EMS.
- (3) *Reporting Medical Incidents.* The Concessioner must report all medical incidents to the Monument's Chief Ranger at (505) 672-3861 x401 as soon as possible and within 7 days.
- (4) *Training.* The Concessioner is encouraged to allow its employees to attend cardiopulmonary resuscitation (CPR), automatic external defibrillator (AED) and first aid courses.

6) Utilities and Waste Disposal

A) Concessioner Responsibility

- (1) The Concessioner must contract with independent suppliers to provide utility services not provided by the Service, such as telephone and internet services.
- (2) The Concessioner must promptly pay for any utility or service, whether provided by governmental authority or independent suppliers.
- (3) The Concessioner must encourage conservation of energy, water, and other resources through policies, programs and goals.

B) Service Responsibility

- (1) The Service will provide electric, natural gas, water, and sewage/wastewater services, as available, to the Concessioner's assigned facilities. The Service will charge the Concessioner on a monthly basis for these services in accordance with current regulations and policies.
- (2) The Service will bill the Concessioner accordingly for removal of solid waste and recyclable materials from the Monument.
- (3) The Service will review operating costs for utility systems and services annually and will notify the Concessioner in writing by March 1 of the rates for the upcoming operating season. However, rates based upon actual costs to the Service may change without prior notice if a rate change is passed on to the Service by the utility company. The Service conducts a rate comparability study annually and bases rates both on the study and results of the preceding fiscal year's actual costs.
- (4) Nothing in this agreement will prevent the Service from terminating a particular utility service if such service is commercially available and the Service deems it is in the public interest to switch to a commercial utility.

7) Public Relations

A) Required Notices

The Concessioner must post the following notices prominently 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
Bandelier National Monument
15 Entrance Road
Los Alamos NM 87544

B) Media Inquiries

The Concessioner must forward all media inquiries concerning operations within the Monument to the Office of the Superintendent.

C) Advertisements and Promotional Material

(1) Promotional Material

- (a) Approval: The Concessioner must submit any new or updated press releases or promotional material, including websites, radio, television, or other media, to the Service for review and approval, at least 30 days prior to publication, distribution, broadcast, etc. The Concessioner must contact the Service well in advance to establish specific timeframes for more complex projects.
- (b) Publications must be accurate and up to date.
- (c) The Service may require the Concessioner to remove any unapproved promotional material.
- (d) Promotional material distributed within the Monument must promote only services and facilities within the Monument, unless the Service approves exceptions in writing.
- (e) The Service may provide opportunities for the Concessioner to advertise in the Bandelier National Monument website or newspaper as appropriate.

(2) Use of National Park Service Authorized Concessioner Mark (Mark)

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."

- (a) 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 satisfactory or marginal rating in the previous Annual Overall Review to use the Mark following the first year of the Contract.
- (b) 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 visitor transportation systems, vessels and aircraft.
- (c) 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 not specifically providing required or authorized visitor services.
- (d) Artwork, Layout and Use. The Concessioner must use official 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.
- (e) 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.

(3) *Statements in Promotional Materials*

- (a) Authorization. Advertisements for the Concessioner must include either the Mark or a statement that the National Park Service and the Department of the Interior authorize the Concessioner to serve the public in Bandelier National Monument.
- (b) Equal Opportunity. Advertisements for employment must state that the Concessioner is an equal opportunity employer.

D) Volunteers in the Park (VIP) Program

The Concessioner must encourage and permit its employees to participate in the Monument's Volunteers in Parks (VIP) program.

8) Specific Operating Standards and Requirements

A) Food and Beverage Service - Required

(1) *Food and Beverage Operating Standards*

The Concessioner must provide all services in a consistent, environmentally sensitive and high quality manner and must operate in accordance with the operating standards defined by the Service. The operating standards provided by the Service Concession Guidelines, NPS-48 (as amended, supplemented, or revised throughout the term of the Contract) are considered service minimums. The operating standards for - Fast Casual F&B Standards (10-FBC) are included as Appendix 3 to this Operating Plan. The Concessioner will be evaluated only on those standards that are applicable to its operation.

(a) Exceptions and clarifications to the 10-FBC Fast Casual F&B Standards

- Facility Standards
 - ◆ #1. The Concessioner is not responsible for care or maintenance of the roof itself; however, the Concessioner must comply with the rest of this standard regarding the building exterior; gutters, downspouts, and roof-top ventilation.
 - ◆ #4, 9, and 12 do not apply.
 - ◆ #13 The Concessioner must get approval from the Service before hanging a flag or banner outside of the building.
- Food and Beverage Service Areas
 - ◆ #29 Self-Service Beverage Area may be where customers serve themselves from a refrigerator unit with bottled or canned drinks, a soda fountain, or a coffee bar (with carafes of hot beverages). The Concessioner may provide any or all of these options.
 - ◆ #34 Tableware/Drinkware may be disposable, and preferably made of materials that are recyclable, compostable, or biodegradable. Styrofoam is not permitted.
 - ◆ #37 The Concessioner is not required to provide an ice machine in a public serving area; however, the standards listed apply should the Concessioner have an ice machine on site.
- Food and Beverage. #70 applies only if the Concessioner opts to provide beer and wine sales.
- Dining Area. #41 Table settings may, but do not have to, include salt, pepper, and sweetener. These items may be provided at a condiment station (standard #36).

(2) *General Standards.*

(a) Facility Use.

- All events must be open to the public, but may be subject to reservations. The Concessioner must not use assigned facilities for private events, like holiday parties or wedding receptions.
- The facilities may not be used to prepare food for delivery or catering outside of the Monument.
- The Concessioner must integrate Monument interpretive themes into the interior décor, menu selection and design, and merchandise selection. See Appendix 1 – Interpretive Themes for Bandelier National Monument.

- Aisles/walkways must be wide enough to accommodate wheelchairs and walkers.
- (b) Public Health. All food preparation, storage and dishwashing must conform to the most recent edition of the Food Code as published by the U.S. Food and Drug Administration.
- *Food Safety Plan*. The Concessioner must document its compliance with public health standard operating procedures, processes, personnel responsibilities, and training in a formal food safety management plan that covers safe food storage, handling, and preparation. The initial Food Safety Plan will be due within 60 days of the Contract's effective date.
 - *Food Safety Certification*. The manager of each kitchen must hold certification as a ServSafe Food Protection Manager by the National Restaurant Association or equivalent.
 - The Concessioner must notify guests of potential contamination linked to common allergies. Frequently occurring allergens include peanuts, seafood, milk, and wheat.
 - The Concessioner must not sell food that is subject to spoilage and has exceeded the producer's "Do not sell after" date.
- (c) Food Service Personnel Performance. Servers must be polite and friendly, and acknowledge guests' arrival promptly. Counter servers must explain preparation and ingredients for menu items on request.
- (d) Table and Courtyard Appearance. The Concessioner must provide the following whenever it is operating.
- The Concessioner must keep the tables, chairs, and other restaurant furnishings clean and free of damage or excessive wear. Upholstery must be free of rips, tears, and stains. Paint must be free of chips or scratches.
 - The Service will provide tables for use outdoors in the central courtyard. The Concessioner may replace NPS tables that are not under eaves with concessioner-owned tables that will accommodate umbrellas.
 - The Concessioner must keep the outdoor tables, chairs, trashcans, and other outdoor furnishings clean and ready for use. Walls and eaves must be free of cobwebs and dirt buildup.
 - During winter months, courtyards must be maintained and clear of snow and ice. If the Concessioner chooses to not operate in the off-season, the courtyards will be open to the public and the Service will maintain them
- (e) Wildlife Protection. Regarding outdoor or grab-and-go food service, the Concessioner must:
- Pick up all trash and food produced from the operation and ensure trash and recycling bins are not overflowing.
 - The Concessioner must empty all trash cans outdoors at the end of daily operations.
 - Develop and display signs that discourage the feeding of wildlife and warn people of the risks associated with such activity. Signs must be understandable across languages (e.g., using symbols and pictures to convey the message).
 - Develop additional strategies for reducing human-wildlife interactions (e.g., printing messages on napkins or cups).
 - The Service will provide trash and recycling bins in the outdoor/courtyard areas. The Concessioner must ensure adequate numbers of wildlife-proof trash and recycling bins by requesting additional containers from the Service or providing them as personal property.
 - Used fry oil/grease must be completely contained in a sealed, leak-proof, and wildlife-proof container until professional disposal and removal from the Monument. The Concessioner must consult with the Service for the location of the used fry oil container to ensure it will not become a wildlife attractant.
- (f) Food Product Served
- *Product Availability*. The Concessioner must ensure the availability of items listed on menus and menu boards during the entire serving period. The Service understands that running out of certain food items may occur occasionally, but this must not occur

routinely. Substitutions must compare to the original item. Specials may have limited availability.

- *Quality and Price.* The Concessioner must serve food of the highest quality appropriate for the service type and level.

(g) Food Presentation.

- The Concessioner must serve food at appropriate temperature, fresh in appearance, attractive, free from discoloration, and displayed appropriately for the classification of service.
- The Concessioner must serve food, whether eaten onsite or taken to go, in attractive and easily handled packaging.

(h) Performances or Demonstrations. To enhance the visitors' experience and to encourage patronage, the Concessioner may host within its assigned area performances or demonstrations that are in keeping with the themes of the park. For example, the Concessioner could invite a musician to play local folk music during a meal or a painter or jewelry maker to set up a demonstration of how they perform their craft.

- Performances/demonstrations must be free of charge.
- Sales products offered as part of these events, such as compact discs or artwork, must be sold through the Concessioner and not sold directly by the artist to the public.
- The Concessioner must submit in writing a program proposal that includes the dates, time, frequency, content, duration, and location of these events by February 1, or if unscheduled in advance, at least 14 days prior to providing the activity.

(3) *Menu Development*

(a) General.

- The Concessioner must submit menus in writing to the Service for approval by January 1 of each operating year. The Service will provide a written response within 30 days.
- Menus must provide a selection and associated price accommodating a wide variety of visitors, including light eaters, healthy choices, vegetarians, vegans, children, and those with medical restrictions.
- The Concessioner must provide made-to-order meals as well as a range of grab-and-go options.
- The Concessioner must provide a variety of hot and cold beverages.
- The Concessioner must adjust each menu for each rate request to ensure that it continues to meet visitors' changing needs and expectations. Every two years, the Concessioner must undertake a review of each of its food venues, ensure alignment with industry trends, and implement a change of menu theme if indicated by these factors.
- The menu must include appropriate interpretive information relevant to the facility, the Monument, and regional influences.
- The Concessioner must provide a children's menu or child-sized portions.
- Menu boards must be simple, easy to read and uncluttered.
- The Concessioner must offer a variety of pre-packaged drinks including at least one non-carbonated selection. The Concessioner may provide fountain-dispensed beverages.
- If bottled water is offered, bottles must be one liter volume or larger.
- Offerings must include items appropriate for picnicking within the Monument.

(b) Healthy Choices Menu – Healthy Food Standards. The Concessioner must integrate the healthy food standards into its Food and Beverage operations, while maintaining a range of prices that visitors will find acceptable. The Service's minimum healthy food standards are attached to this Operating Plan as Appendix 2.

(c) Healthy Choice Menu Labeling Requirements.

- The Concessioner must note healthy food menu items on its menu and menu boards and provide a notice that nutritional information for those items is available on request.

- If so requested, the Concessioner must provide to the visitor appropriate nutrition information recommended by the USDA's Dietary Guidelines for Americans, including salt content, fat content, and total calories.
- (d) Picnic Sets. Through year two of the Draft Contract, the Concessioner will participate in a trial effort to encourage visitors to have an impromptu picnic. The Concessioner must provide "picnic sets" for sale that will include a selection of food and drinks contained in an easily carried container (backpack, tote bag, cooler, etc.) and the appropriate accessories, such as napkins, dishware, utensils, or hand wipes.
- Within 120 days of the effective date of the Contract, the Concessioner must submit to the Service for approval a brief plan that will include at minimum: the picnic menu, type of container, contents, price, marketing/display methods, and how items will be sanitized, if rented.
 - 90 days before the end of the trial period, the Concessioner and Service will discuss whether to continue providing this service.
- (4) *Sustainable and Environmentally Preferable Food*
- (a) The Concessioner must implement sustainability standards where appropriate in its food and beverage operation. Generally, "sustainable" indicates food that is organically grown, locally grown, or otherwise produced in a way that minimizes the environmental and sociological impacts of its production or shipment. The following standards apply to specific food types:
- Generally, sustainable produce is certified organic (USDA Certified Organic preferable) or locally grown (within 400-miles of the Monument).
 - Sustainable Dairy is USDA Certified Organic, locally and humanely produced.
 - Sustainable Seafood items are environmentally preferable species.
 - Sustainable Chocolate/Coffee/Tea is Shade-grown and fairly traded as determined by a recognized certifying organization.
- (b) Concessioner's Sustainable Food Service Program
- The Concessioner must develop its own program to improve sustainability of food operations, while maintaining an appropriate range of service, food, and price types for the wide variety of visitors to the Monument.
 - In its sustainable food program, the Concessioner must create goals and targets for its menu design, food sourcing, and service standards that maximize its adherence to the standards above, as well as following the Product Specifications and Food Service Waste Reduction stated below. In its plan, the Concessioner must include its targets and standards for when and how it will:
 - ◆ Avoid ingredients produced using hormone enhancement
 - ◆ Use all natural ingredients and avoid artificial flavorings
 - ◆ Use organically grown produce
 - ◆ Use local or regionally sourced meats, poultry, dairy, produce, paper products, etc.
- (5) *Product Specifications*
- (a) General
- The Concessioner must seek ingredients that limit preservatives and salt.
 - The Concessioner must use fresh ingredients where comparable operations indicate it is customary.
- (b) The Concessioner must use the following specifications as a minimum guide when purchasing products:
- Meat – The Concessioner must use fresh cut, high-grade, and, if possible, local or regional conservation meat of the following qualities:
 - ◆ Beef USDA Prime and Choice 100% all natural
 - ◆ Pork USDA Number 1 100% all natural
 - ◆ Veal USDA Select and Choice
 - ◆ Lamb USDA Prime Choice

- ◆ Poultry USDA Grade "A" for all graded fresh or frozen poultry and poultry products 100% all natural and cage free
 - ◆ Seafood or Frozen fish, if used, must be a nationally distributed brand, packed under continuous inspection of the U.S. Department of Agriculture.
 - ◆ Salmon must be wild-caught from a sustainable fishery.
 - Eggs Fresh USDA or State Graded "A"
 - Dairy
 - ◆ Butter USDA Grade "A" (92) Score
 - ◆ Cheese USDA Grade "A" for all graded cheeses
 - ◆ Milk/Milk Products USDA Grade "A" Fresh
 - Produce USDA Grade "A"
 - Dry Stores Grade "A" Fancy
 - Canned Goods Grade "A" Fancy
- (6) Beer and Wine Sales (Authorized/Optional Service)
- (a) The Concessioner may sell beer and wine to the public for consumption in the restaurant. Beer and wine selections may include a range of popular, regional, and specialty options that serve the range of guests seeking something familiar or something unique to the area.
 - (b) Liquor Laws. The Concessioner must comply with the State of New Mexico Statutes and all other Applicable Laws, including obtaining a valid liquor license.
 - (c) The Concessioner must verify the age of any guest who appears to be less than 10 years older than the legally established drinking age.
 - (d) Beverage displays must be neat, clean, tasteful, and highlight the available selection. The Concessioner must not center promotional activities on alcoholic beverages.

B) Limited Retail - Required

- (1) *General.*
 - (a) The Concessioner must provide a limited selection of gifts and souvenirs for sale that provide visitors with opportunities to buy memorabilia while obtaining informational or educational messages related to Monument resources.
 - (b) Merchandise generally will contribute to the understanding of the Monument and related environmental and cultural values. Merchandise will be appropriate for the Monument's interpretive themes, Service guidelines, Service standards, environmental issues, and educational themes, as well as the standards stated in this Operating Plan.
 - (c) The Concessioner must not devote any interior floor space to retail merchandise but may use stands or shelving units to display grab-and-go food, such as snacks. The Concessioner may display merchandise in a small portion of its service counter or on open wall space, such as hanging artwork or apparel for sale, as long as the Concessioner ensures that the historic adobe wall is minimally disturbed. The Concessioner must have Service approval before displaying any merchandise within the courtyard, such as a freezer with commercially bagged ice or rack for bundled firewood.
- (2) *Concessioner's Merchandise List.* The Concessioner must submit for Service review and approval a list of merchandise it would like to offer no later than 90 days following the effective date of the Contract and whenever new merchandise is proposed for sale.
- (3) *Items to be Sold* - Examples of merchandise items include, but are not limited to Bandelier-named souvenirs; t-shirts and other apparel; refillable water bottles, children's toys; Authentic Native Handicrafts; jewelry; and food items that are customarily bought as gifts.
 - (a) The Concessioner must offer merchandise made or finished in the USA, including products made in New Mexico and Authentic Native Handicrafts from local tribes and pueblos. The Service does not prohibit foreign-made merchandise, but it must not dominate retail selection.
 - (b) The Concessioner must offer gifts and souvenirs that have an identifiable relationship to the Monument and the surrounding area. Items that may appear to have been collected from within a National Park must have a label stating they were collected legally from a non-Park

source. Merchandise modeled after CCC-era or historic products, such as light fixtures, furniture, or mirror/photo frames, must be marked as replicas.

- (c) Interpretive media (such as books, guides, maps, videos, audio recordings, calendars, greeting cards, stationery, postcards, photos, paintings, electronic applications, etc.) must be factually correct; display resource sensitivity; and relate to Monument and regional themes or the National Park Service system. The Concessioner may develop and sell electronic applications for interpretation of trails, backcountry activities or other applicable interactive uses. Rates for applications will be Service approved.
- (d) Authentic Native Handicrafts.
- The Concessioner must ensure that all Authentic Native Handicrafts have appropriate certification, in accordance with all Applicable Laws and Regulations, including: Indian Arts and Crafts Act of 1990, 25 U.S.C. 305.
 - The Concessioner must maintain adequate records to verify the adjustments made to gross receipts related to the sale of Authentic Native Handicrafts. These records must provide verification of actual sales through use of a separate cash register key or a similar system. The Concessioner must maintain and provide for review, upon the request of the Service, certification of authenticity of all Authentic Native Handicrafts for which an exception to franchise fee is claimed. The Concessioner must submit procedures to meet this requirement upon request of the Service.
 - The Service prohibits the sale of pawn jewelry.
- (4) *Items not to be Sold or Displayed*
- (a) The Service may prohibit the sale of any merchandise in the Monument determined inappropriate and unacceptable for sale.
- (b) The Concessioner must not sell or display the following:
- Items that contain inaccurate or misleading information.
 - Items that reflect a lack of concern for the environment or culture.
 - Gifts and souvenir items commonly found outside the Monument that do not relate to identified Monument themes.
 - Archeological specimens or objects of American Indian origin over 100 years old, regardless of origin.
 - Plant materials and other natural materials obtained from units of the National Park System.
 - Items that may, by their nature, encourage violation of Service and Monument regulations, e.g., collecting kits, birdseed, wildflower or plant seeds, etc.
 - Biological objects, including items such as plants (including seeds) and animals (including vertebrates and invertebrates). This includes merchandise or novelty items containing whole biological specimens (e.g., scorpions, butterflies, snakes, coral, etc.) or parts of biological specimens (teeth, claws, antlers, seashells, feathers, seeds, etc.). Exception: Handicrafts and other retail items containing non-living biological materials, such as decorative feathers, seeds, nuts or flowers embedded or affixed to the item, provided they are from legally authorized sources and are labeled as originating from outside the Monument, are permissible. The Concessioner must obtain approval from the Service for the use of cactus.
 - Plant material or other natural materials originating in the Monument will not be sold. Animal skin fabricated into such items as leather gloves, belts, jackets, purses, etc., are acceptable if the Concessioner obtains a statement from the manufacturer stating the skins were obtained from legally authorized sources and not from threatened or endangered species.
 - Fossils or other inappropriate earth products.
 - Reproduction artifacts or specimens (projectile points, fossil casts, etc.) not clearly labeled as such.
 - Toy guns and other weapons.
 - Tobacco products, including e-cigarettes
 - Chewing gum.

(5) *Labeling and Certification*

- (a) The Concessioner must mark all merchandise with a selling price and clearly visible point of origin. The Concessioner may mark identical items by a single sign rather than individually. Pricing labels must not conceal country of origin if foreign made.
- (b) Informational Tags. Wherever appropriate, informational tags attached to the items must show their relationship to Monument interpretive themes.
- (c) Natural Product Labeling. The Concessioner must label merchandise made from natural products to disclose that it obtained the product from legally authorized sources outside of the Monument and not from rare, threatened, or endangered species.
- (d) Merchandise representative of items found in the Monument, but not originating from the Monument, must be labeled and identified to indicate the origin.

(6) *Facility and Merchandise Appearance*

- (a) With the exception of signs posting hours and rules of conduct within the facility, views from the exterior looking in must be clear of signs or other obstructions.
- (b) Merchandise display units must be attractive and solid, free from nicks, scuffs or other damage.
- (c) Clean and Uncluttered. The Concessioner must maintain merchandise shelves and other glass areas (e.g., store windows) in good condition, free of dust and fingerprints. All merchandise must be undamaged, rotated on a regular basis, and checked for cleanliness.
- (d) Safe displays. The Concessioner must store or display products that might present safety or security concerns in areas easily monitored or controlled by an employee and not within easy reach. The Concessioner must ensure that displays are securely fastened and not top-heavy. Any glass shelving in areas of visitor contact must have rounded edges.
- (e) Storage. The Concessioner must keep storage areas neat and clean and, to the extent possible, out of visitors' view

(7) *Internet sales or rentals*. Sales of merchandise equipment provided onsite that occur via the Internet are considered revenue for calculating gross receipts under the terms of the Draft Contract. The Concessioner may design a website to promote its business and provide an online portal for internet sales.

(8) *Beer and Wine Sales (Authorized/Optional Service)*

Should the Concessioner opt to provide this service:

- (a) The Concessioner may sell beer and wine, such as specialty or locally made, as a gift or souvenir item.
- (b) Liquor Laws. The Concessioner must comply with the State of New Mexico Statutes and all other Applicable Laws.
- (c) The Concessioner must verify the age of any guest who appears to be fewer than 10 years older than the legally established drinking age.
- (d) Beer and wine displays must be secure, neat, clean, tasteful, and highlight the available selection. The Concessioner must not center promotional activities on alcoholic beverages.

C) Transition

The Service recognizes that the Concessioner will need time to develop and implement a new menu and make improvements in the expanded restaurant space in Building 17. The Concessioner must make this transition as quickly and smoothly as possible and have all required services as described in the Draft Contract in operation no later than May 13, 2017.

D) Mobile Food and Limited Retail Service – Authorized, but not required

(1) *Mobile Service*

(a) General Standards.

- At least 30 days prior to implementation, the Concessioner must submit for Service review and approval its plan for the acquisition of food truck or cart service. The plan must include the following aspects of mobile service: the number of vehicles, vehicle design, menu (including prices), merchandise (if applicable), parking location(s), and schedule (days and times). Food truck or cart must be located with the Monument, such

as in the picnic area, in either Juniper or Ponderosa campground, near the seasonal visitor shuttle stop, or near the amphitheater during a monument-sponsored event.

- After approval and implementation, the Concessioner's plan must remain in effect unless the Superintendent approves a change in writing. However, if the Concessioner experiences a temporary staffing or supply shortage, mobile food and limited retail service may be modified or suspended to ensure full operation of the restaurant.
- The primary purpose of the mobile service vehicle must be to provide food and beverage service. The Concessioner may sell from a mobile service vehicle limited merchandise, including commercially packaged ice or bundled firewood from approved sources; however, the Service will not approve the sale of other general merchandise, such as t-shirts or jewelry.

(b) Vehicle Standards.

- The mobile food and limited retail service vehicle must be self-contained (not require hook ups to operate) and must comply with all local, state, and federal regulations. Current health and food safety inspection certificate must be prominently displayed.
- The vehicle must be unobtrusive (no garish colors or ice-cream truck music) and produce minimal noise and exhaust. (Use of a diesel generator will not be approved.)
- *Cleanliness.* The exterior and interior of the vehicle must be kept clean and orderly. The Concessioner must establish a program of routine and continuous cleaning to ensure cleanliness of food preparation areas including areas beneath counters, grills, stoves, refrigerators, and other kitchen equipment. Food preparation areas must not contain presence of insects, rodents, or other animals.
- *Gray Water Collection and Disposal.* All gray water must be collected in an approved container or containers and disposed of in a sanitary sewer in compliance with all applicable local, state, and Federal requirements. Gray water leaks must be corrected immediately.
- *Parking.* The Concessioner must move the food service vehicle daily. The Service will designate a parking space in its Facility Operations Center for the vehicle to be parked overnight. The use of this designated site will be optional if the Concessioner chooses to park or store the vehicle off-site.
- Each vehicle must maintain a standard, 24-unit first aid kit that is readily accessible for emergency use and stored away from food or food contact areas, and an accessible fire extinguisher suitable for use on anticipated types of fires. If Concessioner is using a food cart instead of a truck, the fire extinguishers must be located in the food cart or in the general area of the cart. The fire extinguisher must be visibly displayed, appropriately signed, and visible inspection certificates or tags.

(c) Operating Standards

- *Garbage and Trash/Recycling.* The Concessioner must continually monitor the grounds immediately adjacent (within twenty feet) to the vehicle and remove litter and trash. The Concessioner must empty trash and recycling containers as frequently as necessary but at least before departing for the location for the day. Trash and recyclable materials associated with the mobile food service must be transported offsite or properly disposed of in the dumpsters near the Facility Operations Center daily.
- *Queuing Area.* The Concessioner must provide sufficient space for customers to line up in an orderly, understandable pattern. The queue must not impede the flow of pedestrian or vehicular traffic.
- *Signs and Menu Boards.* The Concessioner may place a free-standing, moveable sign, such as sandwich board, in an approved space to alert visitors of the location of a food truck or cart or to augment the menu board. Signs must be accurate, attractive, and well-maintained. Menu boards must be visible, readable, and include current pricing. Signs and menu boards must be professionally made or neatly hand-written if on an erasable surface (for flexibility).

- *Food and Food Preparation.* All food preparation, storage and dishwashing must conform to the most recent edition of the Food Code as published by the U.S. Food and Drug Administration.
 - ◆ Staff hand-washing facilities must be equipped and maintained with hot and cold running water, soap, and towels or hot air drying mechanism(s) and include hand-washing signage (e.g. "Employees Must Wash Hands Before Returning to Work").
 - ◆ The Concessioner must properly store and serve food at proper temperatures. Stored food is appropriately labeled, dated, covered and/or wrapped.
 - ◆ Dishes, eating utensils, and drinking cups may be disposable, and preferably made of materials that are recyclable, compostable, or biodegradable. Styrofoam is not permitted.
 - ◆ Condiments, as applicable, may be provided in portion-control packets in order to eliminate the need to store and maintain condiment dispensing equipment. If the Concessioner uses bulk or manufacturer's dispensers, they must be properly stored, clean, and covered at all times. Condiment areas are clean, clearly marked, and easily identifiable. Condiments are maintained at appropriate temperatures and replenished as necessary.
- *Customer Service.* The Concessioner must provide friendly, quick, and efficient customer service. Food items made-to-order must not exceed 3-5 minutes.
- *Price.* The Concessioner must charge the same price for any identical item offered at the restaurant and the mobile service vehicle. Items unique to mobile service may not be over or under priced simply because it is only offered on a mobile service vehicle.

(2) *Meal Delivery Service*

- (a) At least 30 days prior to implementation, the Concessioner must submit for Service review and approval its plan for providing meal delivery service. The plan must include the following aspects of the service: menu (including price, if food available for delivery is a limited selection), delivery rate, and schedule (days and times). The Concessioner may deliver food to locations within the park only, such as to the Juniper and Ponderosa campgrounds.
- (b) After approval and implementation, the Concessioner's plan must remain in effect unless the Superintendent approves a change in writing. However, if the Concessioner experiences a temporary staffing or supply shortage, delivery service may be modified or suspended to ensure full operation of the restaurant.
- (c) Food and beverages must be transported in safe, secure, and clean containers.
- (d) The Concessioner may charge a delivery fee in addition to menu pricing; however, this fee must be clearly communicated to prospective customers.

9) Concessioner Reporting Requirements

A) Concessioner Operational Reporting

The Concessioner must provide report data in an MS Office-compatible electronic format. Upon request, the Concessioner must provide the Service with all supporting documentation for all operational reports. The Service requires the following reports in order to monitor Concessioner activities, understand visitor use, and detect trends. The Service may also request other information from time to time. The Concessioner must submit the following reports in addition to those set out in Sections 14 and 15 of the Contract. The Service may change reporting requirements over the term of the Contract. The Concessioner must comply with all changes to reporting requirements.

- (1) *Incident Report.* The Concessioner will report the following to the Chief Ranger's Office or a Monument Law Enforcement Ranger immediately, and to the Superintendent or Concessions Management Liaison as soon as it is feasible.
 - (a) Any incident resulting in personal injury (requiring more than minor first aid treatment) or property damage above \$300.
 - (b) Other incidents that may affect Monument resources (e.g., fires, hazardous material spills) or violation of state and federal law.
 - (c) When the 911 system is activated.

- (2) *Human Illness Report.* Any suspected outbreak of human illness, whether employees or visitors, is to be reported promptly to the Superintendent. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water, food sources, or other adverse environmental conditions.
- (3) *Operational Performance Report.* The Concessioner must provide a monthly operational performance report to the Service by the 15th day of each following month, and an annual summary report prior to March 1 of the following year. The Concessioner must present the data electronically in a concise Excel spreadsheet. The report must include operational statistics and financial information for each activity noted below.
 - (a) Food and Beverage (provided by meal period)
 - Number of covers served by breakfast, lunch, and dinner
 - Corresponding revenues by meal
 - Average check by breakfast, lunch, and dinner
 - For special events: number and types of functions held, number of covers served for each function, revenue generated for food and beverage for each function
 - Beer and Wine revenues by meal and event (if offered)
 - (b) Retail
 - Gross revenue
 - Number of transactions
 - Revenue by merchandise category (e.g. Authentic Native Handicrafts, gifts and souvenirs, apparel)
 - Average retail check
 - (c) Mobile Food Service (food truck or cart, or meal deliver service) – if offered
 - Gross revenue
 - Number of transactions
 - Average check

B) Concessioner Financial Reporting

In addition to the Annual Financial Report (AFR) required in the Contract, the Concessioner must provide the following financial reports.

- (1) *Concessioner Fiscal Year.* Within 14 days of the effective date of the Contract, the Concessioner must submit to the Service a statement of its fiscal year. (For example, the Service operates on a fiscal year that is from October 1 through September 30.)
- (2) *Franchise Fee Payments.* No later than the 15th day of each month, for the previous month (or on the next regular business day if the 15th falls on a weekend or on a federal holiday), the Concessioner must:
 - (a) Make payments due to the Service through electronic funds transfers via the U.S. Treasury Pre-Authorized Debit (PAD), or equivalent system.
 - (b) Submit a Monthly Financial Report electronically, in the form prescribed by the Service to the Superintendent.
- (3) *Utility Expenses.* The Concessioner must report all utility expenses on its AFR.
- (4) *Insurance Certificates.* At the minimum, 14 days prior to commencing operations and annually thereafter by February 1, the Concessioner must submit to the Service appropriate Certificate(s) of Insurance for all insurance coverage related to its operations under this Contract.

C) Summary of Initial and Recurring Due Dates

The following tables summarize reporting requirements of Contract, Exhibit B Operating Plan.

From NPS to Concessioner		
Title	Schedule	Reference and/or Reason
List of Contacts for general concessions needs, approvals, and emergencies	Initial and as needed	Operating Plan, Sec. 2(B) 3

From NPS to Concessioner		
Title	Schedule	Reference and/or Reason
Site-specific mission statement, planning documents, and interpretive themes	Initial and as needed	Contract Sec 7.
Rates for Utilities provided by the NPS	Initial and by March 1 annually	Contract, Sec 8 (g) and Operating Plan Sec 6(B)(3)
Operation Evaluations/Periodic Inspections	Annually	Operating Plan Sec 2(B)(1) and Sec 3(D)
Annual Overall Rating, due to Regional Office by April 1,	By April 1 Annually	Operating Plan Sec. 3(D)(4)
Annual review of Operating and Maintenance Plan (Exhibits A and E)	Annually	Contract Sec 3 (c) and Sec. 9(b); Operating Plan Introduction
Approval of Rate Change Requests	Within 30 days of receipt	Operating Plan Sec 3(B)(4)(a)
Approval of proposed food and beverage menu	Within 30 days of receipt	Operating Plan Sec 8(A)(3)(a)
Approval of Concessioner's promotional materials	As needed	Contract Sec. 3(d)(2) and Operating Plan Sec. 7(C)(1)
Fire Inspections	At NPS discretion	Operating Plan Sec. 3(D)(7)
Notification of Onsite Special Events	at least 21 days prior	Operating Plan Sec. 3(A)(2)(a)
Other:		

From Concessioner to NPS			
Initial, As Updated, or As Needed Requirements			
Title	Schedule	Due Date	Reference
Concessioner Fiscal Year	Initial	Within 14 days of the effective date of the contract	Operating Plan Sec. 9 (B)(1)
List of Employees, including Management	Initial and as updated	Within 30 days of the effective date of the contract and as updated	Operating Plan, Sec. 3(F)2
Rate Approvals	Initial and annually	Initially within 45 days prior to initiating; Annually by March 1	Contract Sec 3 (e) and Operating Plan 3(B)(4)(a)
Certificate of Insurance	Initial and Annually	14 days prior to commencing operations; Feb 1 annually	Contract Sec 11, Sec 14(a); Exhibit F and Operating Plan Sec 9(B)(4)
Fire & Life Safety Inspections	Initial and Annually	upon initial occupancy and annually thereafter	Operating Plan, Sec. 3(D) (7) and 5(B)(2)(a)
Environmental Management Program	Initial and Annually	Within 60 days of effective date of this Contract, updated annually on March 1	Contract Sec. 6(b)(1) and Operating Plan Sec. 3(G)
Food and Beverage Menu	Initial and as updated	Annually on January 1	Operating Plan, Sec 8(A)(3)(a)
Food Safety Plan	Initial	Within 60 days of effective date of this Contract	Operating Plan Sec. 8 (A)(2)(b)

Operating Schedule	Initial and Annually	January 15	Operating Plan, Sec. 3(A)(1)(d)
Risk Management Plan	Initial and Annually	Within 120 days of the effective date of this Contract; and updates due annually by March 1	Operating Plan, Sec. 4(A)(1)
Merchandise List	Initial	within 90 days of the effective date of Contract	Operating Plan, Sec. 8(B)(2)
Picnic Sets Proposal	Initial	within 120 days of the effective date of Contract	Operating Plan Sec 8(A)(3)(d)
Interpretive and Promotional Materials	Initial and as updated	At least 30 days prior to publication and/or distribution	Contract Sec 3 (d)(2) and 7 (b) and Operating Plan Sec 7(C)(1)(a)
Uniform Standards	Initial and as updated	Prior to implementation	Operating Plan, Sec 3(F)(1)(b)
Visitor comment cards	Initial and as updated	As soon as developed and prior to distribution	Operating Plan Sec 3(D)(8)
Lost and Found items	as needed	turned in to Visitor Center within 24 hours	Operating Plan Sec 3(E)(3)
Request for use of the Mark	initial	at least 30 days prior to use prior to use	Operating Plan Sec 7 (C)(2)
Mobile Food Service Plan	As needed	at least 30 days prior to use prior to use	Operating Plan Sec 8(D)(1) and (2)
Performance or Demonstrations Plan	As Needed	By February 1	Operating Plan Sec 8 (A)(2)(h)
Other:			
Annual			
Title	Schedule	Due Date	Reference
Employee Accident/Injury Analysis	Annually	March 1	Operating Plan Sec. 4(C)
Certificates of Insurance	Annually	February 1	Operating Plan Sec 9(B)(4)
Rate Change Request (concessioner option)	Annually	March 1	Operating Plan 3(B)(5)(a)
Menu Change Request (concessioner option)	Annually	January 1	Operating Plan 8(A)(3)(a)
Annual Financial Report	Annually	120 days after final day of Concessioner's fiscal year	Contract, Sec. 13 (b)(1)
Risk Management Plan	Annually	March 1	Operating Plan, Sec. 4 (A)(1)
Environmental Management Program updates	Annually	March 1	Operating Plan Sec 3(G)(1)
EMP Summary of Performance	Annually	March 1	Operating Plan Sec 3(G)(2)
Operational Performance Summary Report	Annually	March 1	Operating Plan Sec. 9(A)(3)
Other:			
Monthly			
Title	Schedule	Due Date	Reference
Franchise Fee (electronic deposit)	Monthly	By the 15 th day after the final day of each month of operation	Contract, Sec. 10 (b)

Franchise Fee Report	Monthly	By the 15 th day after the final day of each month of operation	Operating Plan, Sec. 9(B)(2)(b)
Operational Report (spreadsheet form)	Monthly	By the 15 th day after the final day of each month of operation	Operating Plan, Sec 9(A)(3)
Visitor Satisfaction Monitoring (comments and complaints from cards and internet)	Monthly	Within 15 days after the end of the month	Operating Plan, Sec. 3(D)(8)(a)
Other:			

Appendix 1 - Interpretive Themes for Bandelier National Monument

The following interpretive themes have been identified for Bandelier National Monument:

- *Pueblo Timeline*. The long, rich, and continuing human history of the Pueblo people in the Bandelier area provides opportunities to explore how cultures and individuals shape and are shaped by the land.
- *Ecosystems*. The unusually intact and diverse ecosystem of the Bandelier area offers outstanding opportunities to explore natural processes and the value of restoring and maintaining healthy, functioning systems.
- *Civilian Conservation Corps*. The high concentration and integrity of CCC structures and furnishings at Bandelier National Monument foster appreciation for both the hard work and talent of those involved and the importance of the 1930s American public works programs as a response to national environmental and economic crisis.
- *Recreational Opportunities*. The Bandelier landscape provides unique opportunities to enjoy its cultural, natural, aesthetic, and wilderness values in its wilderness, backcountry, and frontcountry with a range of recreational opportunities such as solitude, animal and plant viewing, photography, hiking, camping, backpacking, horseback riding, snow-shoeing, cross-country skiing, biking, climbing, trail running, exploration, and bird-watching.

Subthemes

- The Bandelier Wilderness, rich with evidence of long human habitation yet a seemingly timeless natural landscape, offers rare opportunities for exploration, inspiration, solitude, and reflection on how “wildness” relates to human use of land.
- The early and ongoing work of both natural and cultural resource scientists at what is now Bandelier National Monument has reinforced the importance of conducting longterm, landscapewide research and enables an in-depth exploration of how people learn about and learn from the past.
- The early work of preeminent researchers at what is now Bandelier National Monument gave rise to modern American archeology, especially the interdisciplinary approach to studying archeological resources.
- The geologic resources of the Jemez Volcanic Field—including the Pajarito Fault Zone, Pajarito Plateau, Bandelier tuff, and the Valles Caldera—constitute a landscape of superlative beauty and offer a laboratory and classroom for investigating some of the most powerful forces that shape our world.

Appendix 2 – NPS Healthy and Sustainable Food Choice Guidelines 2012

National Park Service Healthy Food Choice Standards and Sustainable Food Choice Guidelines for Front Country Operations; June, 5 2012

The ***NPS Healthy Food Choice Standards and Sustainable Food Choice Guidelines for Front Country Operations*** are designed to help the Service meet Call to Action Goal #8, Eat Well and Prosper.

These standards and guidelines were developed using a number of existing sources including 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*; and *21 Code of Federal Regulations (CFR) Part 101, Food Labeling*.

The Standards and guidelines are presented in two separate tables. Areas covered for each category include food ingredients and choices, food preparation, and visitor/consumer education. The Healthy Food Standards provide food requirements that should be straightforward and applicable irrespective of operation size. Sustainable food options can be harder to get and cost more and therefore need to be considered on a case by case basis. These sustainable food recommendations are guidelines rather than standards, for use after considering technical and economic factors of the particular operation and overall environmental benefit. Definitions for terms identified in the standards and guidelines are provided following the two tables in a ***NPS Healthy and Sustainable Food Choice Glossary***.

The standards apply to new contracts. They may be applied for existing contracts if mutually agreed upon by the NPS and the concessioner. Concessioners are also encouraged to voluntarily adopt and exceed the minimums where appropriate.

The NPS standards and guidelines focus on front country operations. The Service also manages concession contracts that provide food service in a variety of backcountry settings from hike-in lodges to rafting and mountaineering expeditions. There are unique nutritional requirements, logistical and other considerations associated with these operations. While the Service encourages healthy and sustainable food choices in these services, has not developed any standards or formal guidelines for these services.

The Service also provides food for visitors in a variety of retail settings from grocery and convenience stores to gift shops. The NPS will continue to seek out ways to foster the provision of healthy and sustainable food choices in these operations.

The cost and availability of goods particularly those with sustainable food ingredients can be higher than that of non-sustainable products. The Service will take such factors into consideration in its concession rate administration practices. The NPS will also collaborate with its concession partners to provide resources, tools, and training to parks and concessioners and tools to assist in effective implementation of these standards. The NPS will also recognize superior performance by concessioners in this area both through regular evaluation processes and recognition programs.

Healthy and sustainable food choices; their availability and cost are evolving over time. The standards and guidelines will be periodically reviewed by the Service to ensure that they are appropriate based on the current state of the industry.

I. HEALTHY FOOD STANDARDS – FRONT COUNTRY OPERATIONS	
These minimum standards apply to new contracts. They may be applied for existing contracts if mutually agreed upon by the NPS and the concessioner. The standards may be strengthened in new contracts on a contract-by-contract basis following an NPS analysis of what is technically and economically feasible and appropriate given services, location and other factors specific to the contract. Concessioners are also encouraged to voluntarily exceed the minimums where appropriate.	
A. Food Ingredients and Choices: Applicable to the portion of the menu as specified.	
1. Overall Menu: Applicable to the entire menu.	
<i>Vegetable and Fruit Option</i>	Offer all entrées or full meals with at least one fruit or vegetable. Where food is available only à la carte, offer fruits or vegetables as side dishes on the menu.
<i>Low-fat and Fat-free Dairy</i>	Where milk and milk products are offered, offer low-fat or fat-free milk and milk products.
<i>Beverages with No Added Sugar</i>	Of the beverage selection offered, at least 30 percent have no added sugar (i.e., high-fructose corn syrup, fructose, fruit juice concentrates, honey, sucrose, dextrose). Offering 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: <i>one vegetarian</i> and <i>one non-vegetarian</i> . Applies to sit-down meals as well as grab-and-go and cafeteria offerings.	
<i>Light/Lite</i>	Entrée including sides is <u>light</u> ¹ , containing up to approximately 800 calories for adults and 600 calories for children when prepared according to the recipe.
<i>Fat</i>	Entrée is designated as <u>low fat</u> .
<i>Sodium</i>	Entrée is designated as <u>low sodium</u> .
<i>Whole Grain</i>	Where grains are offered in entrées, they are <u>whole grains</u> .
B. Food Preparation	
<i>Portion Sizes</i>	Offer half servings or reduced portion sizes when possible such as when items are prepared in bulk like pasta and soups and are served to order.
<i>Frying Oil Used</i>	Offer the choice of steamed and grilled food rather than using fat in cooking 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	
<i>Signage and Labeling</i>	Use a designated symbol and key to identify “healthy choice” options which meet the NPS healthy food choice standards on menus, signs, or other materials to educate visitors on these items ² . Use signs or other materials to educate visitors on the importance of healthy food.

<i>Placement</i>	For grab and go food establishments, ensure that healthier options are placed where they are noticeable and likely to be purchased.
<i>Nutritional Data</i>	For core healthy food menu items, provide specific nutritional information on food items upon request consisting at minimum, the labeling facts recommended the USDA's Dietary Guidelines for Americans. (The percent of daily values and vitamin labels are not necessary).
<i>Marketing</i>	Do not offer fried items as "specials" or "featured" items.

<p>II. SUSTAINABLE FOOD GUIDELINES - FRONT COUNTRY OPERATIONS</p> <p>Concessioners are encouraged to voluntarily apply these guidelines where appropriate. These guidelines may also be used to determine requirements for new contracts, following an analysis of what is technically and economically feasible and appropriate given services, location, overall environmental benefit and other factors specific to the contract. These guidelines may also be used to identify criteria for existing contracts which can be applied on upon mutual agreement by the Service and the concessioner</p>	
<p>A. Food Ingredients and Choices: Applicable to menu items as voluntarily adopted or as stipulated on a contract-by-contract basis. Some or all may be applied to some or all of the menu items as determined appropriate.</p>	
<i>Sustainable Fisheries</i>	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 program that has been approved by the NPS.
<i>Fair Trade</i>	Offer coffee that is fair trade-certified.
<i>Sustainably Grown</i>	Offered coffee that is <u>shade grown</u> ¹ .
<i>Seasonal, or Locally or Regionally Produced</i>	Offer <u>seasonal</u> or <u>locally</u> or <u>regionally</u> produced products and ingredients.
<i>Organic</i>	Provide menu items that could be labeled as being “ <u>made with organic ingredients</u> ”, “ <u>organic</u> ” or “100 percent <u>organic</u> .” Note: <u>Organic</u> foods by definition are not <u>genetically modified organisms (GMOs)</u> .
<i>Hormones and Antibiotics</i>	Meat, seafood and eggs have <u>no hormones</u> and <u>no antibiotics</u> added.
<p>B. Food Education</p>	
<i>Signage and Labeling</i>	<p>Use a designated symbol and key to identify “sustainable choice” options on menus, signs, or other materials to educate visitors on these items.² Such items meet one or more of the sustainable food choice attributes.</p> <p>Use signs or other materials to educate visitors on the importance of <u>sustainability</u> and the sustainable components of the food and beverage operation.</p>

1. Underlined terms are defined in the *NPS Healthy and Sustainable Food Choice Glossary*.
2. Concessioner menus and menu boards are subject to review and approval by the Service per NPS policy and Concession Contract.

National Park Service Healthy and Sustainable Food Program Glossary

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, Dietary Guidelines for Americans, 2010*, and *21 CFR Part 101, Food Labeling* and from 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 and macroencapsulation, and recombinant DNA technology (including gene deletion, gene doubling, introducing a foreign gene, and changing the positions of genes when achieved by recombinant DNA technology). 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 specifics 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 g or greater than 2 tablespoons and contains 3 g or less of fat per reference amount customarily consumed; or the product contains 3 g or less of total fat per 100 g 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 g or greater than 2 tablespoons and contains 140 mg or less sodium per reference amount customarily consumed; or 140 mg or less sodium per 100 g 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 Act (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 less than 400 miles from the origin of the product; or (ii.) the State in which the product is produced.

Shade-grown

Coffee 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, but not all, whole grains are also a source of dietary fiber.