

**MANAGEMENT AND OPERATION  
OF SNACK FOOD SERVICES AT  
FENWICK ISLAND STATE PARK**

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(May 14, 2013)

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**MANAGEMENT AND OPERATION  
OF THE SNACK FOOD SERVICE AT  
FENWICK ISLAND STATE PARK**

**Grant of Contract**

The Secretary of the Department of Natural Resources and Environmental Control and the Director of the Division of Parks and Recreation hereinafter referred to as the DIVISION, in consideration of the covenants and representations made herein, hereby grants to:

COMPANY NAME: Caly Professional Services Org. /Calypso

OWNER: Richard Bones

ADDRESS: 608 Wagamon Avenue

CITY: Georgetown

STATE: DE

ZIP CODE: 19947

TELEPHONE: (302) 856-3710

hereinafter referred to as the CONCESSIONAIRE, hereby accepts from the DIVISION, a contract to provide food service for the period beginning March 1, 2013 and ending February 28, 2016, both days inclusive.

In consideration of the covenants hereinafter contained but subject to the laws of the State of Delaware and applicable orders, rules and regulations of the DIVISION thereof now in existence or which may hereinafter be enacted, the parties hereto agree as set forth herein.

**Section I – Scope of Services and Requirements**

**Services:**

The CONCESSIONAIRE will be granted a contract herein for the provision to manage and operate the snack food service at Fenwick Island State Park.

**Taxes and Permits:**

The CONCESSIONAIRE shall pay all State and Federal taxes and/or contract fees which may be imposed or legally chargeable, and obtain all necessary permits and licenses including but not limited to a Business License and Public Health License issued by the State of Delaware and

other necessary permits at its own cost and expense, as a result of operating the concession business conducted hereunder.

CONCESSIONAIRE Responsibilities:

The CONCESSIONAIRE will be granted the right to provide food service at the Fenwick Island State Park that is approved by the DIVISION. The CONCESSIONAIRE'S responsibilities under this contract shall include the following:

1. The CONCESSIONAIRE is required to furnish and install the necessary equipment, if not provided (drink dispensers, grill table, etc.) at the concession location for the preparation, display and storage of items in order to provide the specified café and convenience store services.
2. All of the equipment and fixtures used in the concession operation shall be subject to approval by the DIVISION, the Division of Public Health and the State Fire Marshal, if applicable, as to their workability, appearance, appropriateness, and compliance with all applicable codes.
3. The CONCESSIONAIRE shall provide yearly steam cleaning of exhaust hood and chimney by a company approved by the State Fire Marshal.
4. CONCESSIONAIRE shall provide daily cleaning and janitorial service of the sales area, food preparation area and other building space and grounds assigned to the CONCESSIONAIRE.
5. CONCESSIONAIRE is responsible for the repairs and maintenance of food service equipment provided by the DIVISION.
6. CONCESSIONAIRE is responsible for the daily collection and deposit of litter, garbage, and refuse from its assigned area into the parks dumpster.
7. The CONCESSIONAIRE shall maintain all facilities and equipment supplied by the DIVISION and return said facilities and equipment to the DIVISION in good order, condition and repair, reasonable wear and tear expected.
8. The CONCESSIONAIRE shall publicly display in a conspicuous place at the concession area a neat and legible sign listing rates, prices and charges for all products and services.
9. The CONCESSIONAIRE shall be responsible for providing quality products and services at a reasonable price to park visitors.
10. The CONCESSIONAIRE shall be responsible to employ only competent, mature and orderly employees and their employees shall keep themselves neat and clean and be courteous to all guests and patrons of the park. CONCESSIONAIRE shall check all prospective employees they intend to hire at the contracted area against the Delaware or any other applicable sex offender registry. CONCESSIONAIRE shall notify the DIVISION if they desire to hire an individual who is on a registry. Written approval by the DIVISION shall be required before the CONCESSIONAIRE can employ said individual to work at the contracted area.
11. The CONCESSIONAIRE shall establish and maintain books of account and records of all operations and establish systems of bookkeeping, records and accounting in a manner satisfactory to the DIVISION.

12. The CONCESSIONAIRE agrees to submit an annual financial statement, which includes listing of total gross receipts/sales for each calendar year. This annual statement shall be submitted to the DIVISION on or before April 15 for the preceding year's sales.

DIVISION Responsibilities:

1. The DIVISION shall provide a portion of the building (outdoor deck area, storage and concessions space) as shown in Attachment I with fixtures including a 3-basin stainless steel sink unit with drain board, hood with grease filters, fire extinguishing system and a serving counter.
2. The DIVISION shall provide the following food service equipment in the concession facility:
  1. Commercial chest freezer (large)
  2. 2 Wire shelving units with 4 shelves
  3. Stainless steel cabinet with 3 shelves
  4. Hodges wire shelving unit with 3 shelves
  5. Hand wash sink
  6. Propane gas-fired hot water heater (40 gal. capacity)
3. The DIVISION is responsible for major utility and structural repairs, and exterior maintenance.
4. The DIVISION reserves the right upon notice to LICENSEE to enlarge, close and/or reduce the size of any area for the purposes of improvement, repair, construction or any other legitimate purpose. It is understood that any of the above action shall not entitle the LICENSEE to any reduction or suspension of the License fee unless otherwise approved by the DIVISION.
5. The DIVISION shall offer support and guidance to the CONCESSIONAIRE when needed to provide wholesome and healthy food and beverage products.

Inspection:

The CONCESSIONAIRE shall allow free access to authorized representatives of the DIVISION and other county, state or federal officials having jurisdiction for inspection purposes. The CONCESSIONAIRE shall further agree that if notified in writing by the DIVISION of its authorized representatives that any part of the contracted premises or the facilities thereof for which the CONCESSIONAIRE is responsible for services rendered are not in conformance with the contract granted then the CONCESSIONAIRE shall remedy the same within five (5) working days, or a reasonable time period agreed upon between the DIVISION and the CONCESSIONAIRE.

Accounting and Reports:

The CONCESSIONAIRE shall maintain proper and complete books and records of accounts of its operation under the contract granted. Internal control procedures implemented by the CONCESSIONAIRE shall be adequate to ensure that all revenue is accounted for and recorded. All receipts of any nature from the operation of this contract provided by the CONCESSIONAIRE shall be immediately and properly recorded.

The CONCESSIONAIRE shall permit the DIVISION or its authorized representatives to examine and audit financial records relative to this contract at any reasonable time during normal business hours, after giving the CONCESSIONAIRE two weeks' notice of the date and time of such examination and audit. The CONCESSIONAIRE shall retain these financial records for a period of three (3) years beyond the termination of this contract, unless earlier disposal is approved by the DIVISION in writing.

Protection of Property:

The CONCESSIONAIRE shall protect all State property from damage by them, their employees, the public or the elements, insofar as it is possible to do so. It is further understood that the State of Delaware, the Department and the DIVISION and any of its employees shall not be responsible for any of the CONCESSIONAIRE's property.

Smoking Prohibited:

Smoking is prohibited in State owned facilities pursuant to 16 Del. C. §2903. The CONCESSIONAIRE must also adhere to Division Policy No. 66 Tobacco Use Restrictions (attached).

Emergencies:

The CONCESSIONAIRE and the DIVISION or their designated agent(s) shall be available by phone and/or pager twenty-four (24) hours a day, seven (7) days a week for emergencies during the entire term of the contract. Information on how to contact the CONCESSIONAIRE or their designee is to be provided to the Park Assistant Superintendent.

No Lease:

It is expressly understood and agreed that no building space or building or any part of the contracted area, is leased to the CONCESSIONAIRE, but that during the term of the contract, the CONCESSIONAIRE shall have the use of the area, as herein provided; and that the CONCESSIONAIRE has the right to occupy the space assigned to it and to operate this service herein granted to it and to continue in possession thereof only so long as each and every provision and condition herein contained is properly complied with.

Assignability of Contract:

The CONCESSIONAIRE shall not sell, mortgage, rent, assign or parcel out the contract hereby granted, or any interest herein, or allow or permit any other person or party to use or occupy any part of the premises or spaces covered by the contract for any purpose whatsoever, nor shall the contract be transferred by operation of law, it being the purpose and spirit of this instrument to grant this contract and privilege personally and solely to the CONCESSIONAIRE herein named.

Modifications to Premises:

If any alterations, modifications, additions or improvements of the contracted premises and facilities are desired by the successful applicant, a request first must be submitted to the DIVISION for approval and work shall not commence until receiving the DIVISION'S written approval and consent. All costs for any approved alterations, modifications, additions, or improvements shall be the responsibility of the CONCESSIONAIRE unless the DIVISION consents to share a portion of said costs or provide necessary materials and/or labor. All applications shall include a proposed layout of the operation and a detailed description of any alterations, modifications and construction which are contemplated to set up the operation.

Damage to Premises:

In the event State property or facilities are damaged in any way whatsoever by reason of any act or omission of the CONCESSIONAIRE or its employees, the CONCESSIONAIRE shall repair at its own cost and expense the facility or property so damaged. Upon the failure of the CONCESSIONAIRE to make such repairs within five (5) working days or a reasonable time period agreed upon by the DIVISION and the CONCESSIONAIRE, the DIVISION will repair such damage at the cost and expense of the CONCESSIONAIRE and deliver a detailed invoice to CONCESSIONAIRE due and payable within thirty (30) days of the date of the invoice.

Waiver of Damages:

The CONCESSIONAIRE waives any and all claims for compensation of any loss or damage sustained by the CONCESSIONAIRE resulting from fire, water, natural disaster (e.g. hurricane, tornado, etc.), civil commotion or riots.

**Section II – Contract Terms and Conditions**

Contract Term and Extension:

The term of the contract between the successful CONCESSIONAIRE and the DIVISION shall be for three (3) years with the option to renew on an annual basis for an additional three (3) years with an option to renew for an additional four (4) years based on the successful completion of the terms and conditions.



The CONCESSIONAIRE shall notify the DIVISION in writing six (6) months prior to the expiration of this contract of its intention to continue operating the food service concession at Fenwick State Park and the DIVISION shall follow with written notification to the CONCESSIONAIRE five (5) months prior to the expiration of this contract, with the DIVISION'S intent to renew, discontinue or openly bid the concession. Any agreement to renew or renegotiate between the parties shall be mutually agreed upon. The DIVISION may cancel, bid or negotiate with others at the termination thereof unless a new agreement is entered into with the CONCESSIONAIRE.

Collusion or Fraud:

Any evidence of agreement or collusion among CONCESSIONAIRE(s) and prospective CONCESSIONAIRE(s) acting to illegally restrain freedom from competition by agreement to offer a fixed price or otherwise will render the agreements of such CONCESSIONAIRE(s) void.

Notice:

Any notice to the DIVISION or State of Delaware required under the contract shall be sent by mail and/or e-mail to:

**Patrice L. Parson, Paralegal**  
**Department of Natural Resources and Environmental Control**  
**Division of Parks and Recreation**  
**89 Kings Highway**  
**Dover, Delaware 19904**  
**Patrice.Parson@state.de.us**

Any notice to Caly Professional Services Org./Calypso required under the contract shall be sent by mail and/or online to:

**Richard Bones**  
**Caly Professional Services Org./Calypso**  
**608 Wagamon Avenue**  
**Georgetown, DE 19947**  
**CCalypso3@comcast.net**

Indemnification and Hold Harmless

The CONCESSIONAIRE shall indemnify and otherwise hold harmless the State of Delaware, Department of Natural Resources and Environmental Control, Division of Parks and Recreation, its agents and employees from any and all liability, suits, actions or claims. Together with all costs, expenses for attorney's fees arising out of the CONCESSIONAIRE, its agents', employees' performance, work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable in whole or in part to the State, Division its employees or agents.

The CONCESSIONAIRE expressly agrees to indemnify and hold the State of Delaware, the Department, the Division, and any of its employees harmless from any and all claims arising out of any violation by the CONCESSIONAIRE of any law, rule, regulations or order and from any and all claims for loss, damage or injury to persons or property of whatever kind or nature arising from the operation of this contract by the CONCESSIONAIRE while on the job.

Insurance:

Vendor recognizes that it is operating as an independent contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.

The vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The vendor is an independent contractor and is not an employee of the State of Delaware.

During the term of this contract, the vendor shall, at its own expense, carry insurance minimum limits as follows:

a.	Comprehensive General Liability	\$1,000,000 per person and \$3,000,000 per occurrence
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And at least one of the following, as outlined below:

b.	Medical or Professional Liability	\$1,000,000/\$3,000,000
c.	Misc. Errors and Omissions	\$1,000,000/\$3,000,000
d.	Product Liability	\$1,000,000/\$3,000,000

The successful vendor must carry (a) and at least one of (b), (c), or (d) above, depending on the type of Service or Product being delivered.

If the contractual service requires the transportation of departmental clients or staff, the vendor shall, in addition to the above coverage's, secure at its own expense the following coverage:

a.	Automotive Liability (Bodily Injury)	\$100,000/\$300,000
b.	Automotive Property Damage (to others)	\$ 25,000

The vendor shall provide a certificate of insurance as proof that the vendor has the required insurance.

Contract Fee:

The CONCESSIONAIRE, as a fee for the contract and concession rights herein granted, agrees to pay to the Department of Natural Resources and Environmental Control, Division of Parks and Recreation, 89 Kings Highway, Dover, DE 19901, an annual contract fee as follows:

2013	\$15,500.00 or 12% of gross receipts whichever is greater
2014	\$15,500.00 or 12% of gross receipts whichever is greater
2015	\$15,500.00 or 12% of gross receipts whichever is greater

The annual contract fee shall be due in two (2) equal monthly installments on July 15 and September 15 during the term of this license. The percentage of gross receipts shall be calculated annually, the CONCESSIONAIRE agrees to pay the additional amount based on the specified percentage of total gross receipts to the DIVISION on or before December 31 of each year.

The CONCESSIONAIRE agrees to submit a monthly receipts report, including a cash register "Z" tape or POS daily close out report covering each day's operation by the 15<sup>th</sup> day of the following month as specified under this agreement to the DIVISION.

The CONCESSIONAIRE agrees to submit a tabulated annual gross receipts report for the period of operation on or before December 31 of the each year to the DIVISION.

Interest Payments

Any payments from the CONCESSIONAIRE to the DIVISION which becomes due and which are not paid on or before the due date shall be subject to any interest penalty of twelve (12) percent per annum until paid, computed from the due date. When a late payment is received, the CONCESSIONAIRE shall be billed the amount of interest owed. This provision is in no way a waiver of the CONCESSIONAIRE'S obligation to make payments when they are due.

CONCESSIONAIRE shall submit all required and essential documents in a timely manner. A CONCESSIONAIRE shall be assessed a fee for the late submittal of documents, particularly, but not limited to, monthly and annual gross receipt reports, that are postmarked 30 days or more beyond the required dates of submittal, as stated in this contract. A \$50 administrative fee shall be charged for each month the documents have not been submitted.

PRICE, RATES AND CHARGES:

The CONCESSIONAIRE shall display in a conspicuous place at the concession area, a neat and legible sign listing all public services/products offered by the snack food concession and the prices to be charged for each service/product.

Items for Sale:

The CONCESSIONAIRE may, as part of the contract hereunder, upon compliance with all provisions herein and in accordance with State Health regulations and other applicable laws, offer for sale the following items:

1. A full menu fare including but not limited to non-alcoholic beverages, coffee, sandwiches, hot dogs, sausages, hamburgers, pizza, ice cream novelties, bakery goods, candies, peanuts, etc., and any other refreshments necessary to provide the snack food services
2. The selection of all food and beverage products shall consider sound business model that includes a balanced diet (calories, fat, sugar and sodium), foods not containing harmful biological and chemical contaminants, supporting local businesses and farmers, cultural traditions, reduction of waste.
3. Beverage vending machines located in a designated area on the exterior of the building shall contain beverages and food products as required in the DIVISION'S vending guidelines (attached).
4. All food and beverages must be served in recyclable containers preferably made of paper or biodegradable products.

Additional items may be offered for sale upon advanced written approval by the DIVISION. Any items using the name of the State Park or other property managed by the DIVISION shall be submitted for approval by the DIVISION prior to sale.

Disapproval of Items:

The CONCESSIONAIRE agrees to withdraw from sale any item or service disapproved by the DIVISION. The Division and park's logo shall not appear on products sold by the CONCESSIONAIRE unless those products are purchased directly from the DIVISION's retail procurement program.

Quality and Pricing:

1. The CONCESSIONAIRE warrants that all products and services offered by it to the public shall be of the highest quality and consistent with the quality specifications provided by the CONCESSIONAIRE pursuant to this section. The CONCESSIONAIRE shall have the right and privilege to charge such prices and rates as are reasonable and fair. All prices and price changes shall be subject to the prior written approval of the DIVISION.
2. The CONCESSIONAIRE shall submit a schedule of services to be offered at the beginning of each year and the fees charged for each service. The CONCESSIONAIRE agrees to offer only such services and merchandise at prices charged for similar classes of

services and merchandise furnished outside the areas administered by the DIVISION under similar conditions.

3. If, in the sole opinion of the DIVISION, any goods or services offered by the CONCESSIONAIRE are inconsistent with the image or reputation of the DIVISION or the State of Delaware, or are otherwise deemed unsuitable for sale or are considered overpriced, the DIVISION shall request the CONCESSIONAIRE to immediately cease selling such goods or services or lower the price of said goods and services upon receipt of such in a written request from the DIVISION.

Operating Schedule:

The CONCESSIONAIRE upon execution of the contract agrees to provide a concession service in accordance with a **minimum** schedule that includes but is not limited to the following:

- Open weekends during the months of May and September, 10:00 a.m.- 6:00 p.m. Contingent upon weather conditions and attendance to be determined by the Assistant Park Superintendent.
- Open seven (7) days per week from Memorial Day weekend through Labor Day, including holidays, from 10:00 a.m. to 6:00 p.m.

CONCESSIONAIRE will contact the Assistant Park Superintendent prior to canceling service for the day and receive his or her permission to cancel service. The DIVISION reserved the right to revoke the contract of the CONCESSIONAIRE if they do not adhere to the schedule of operations.

Trash Removal and Use of Recyclable Products:

1. The CONCESSIONAIRE shall provide trash cans inside the concession area and will be responsible for depositing the trash in the park's dumpster at the end of each day of operation.
2. The CONCESSIONAIRE will also be responsible for maintaining the concession areas in a clean and presentable condition.
3. The CONCESSIONAIRE agrees to fulfill this responsibility in compliance with the spirit and intent of Executive Order 18, "Leading by Example Towards a Clean Energy Economy & Sustainable Natural Environment", as issued by Governor Markell on February 17, 2010 and which may be reviewed at [http://governor.delaware.gov/orders/exec\\_order\\_18.shtml](http://governor.delaware.gov/orders/exec_order_18.shtml).

Parking

Parking spaces for the concession operator and their employees will be assigned by the Assistant Park Manager.

Marketing and Promotion Plans; Signs and Advertising:

1. The CONCESSIONAIRE is encouraged to work with the DIVISION on a marketing and promotion plan for each calendar year, beginning calendar year 2013. Such plan may contain promotional activities at or in connection with Delaware State Parks annual promotional activities or with individual state parks or facilities (The DIVISION is considered a "qualified organization" for purposes of receiving deductible charitable contributions).
2. The CONCESSIONAIRE shall follow the guidelines and procedures established by the DIVISION when marketing through any form of social media. (attached)
3. The CONCESSIONAIRE agrees not to use signs or any other means of soliciting business without the approval of the DIVISION and agrees not to advertise said contract in any manner or form on or about premises contracted to it, or elsewhere, or in any newspaper or otherwise, without such approval. Any printed advertising shall include the correct name and location of the operation, i.e. Fenwick Island State Park. The CONCESSIONAIRE agrees that a copy of the advertisement will be sent to the DIVISION prior to advertising.
4. The DIVISION, through their authorized agents, reserves the right to prohibit the erection, display or use of signs which are not in keeping with the park area. Permission must be granted by the DIVISION or their authorized agents prior to the erection, display or use of signs. The DIVISION also reserves the right to designate the type, size, wording, color and number of signs requested by the CONCESSIONAIRE.
5. It is mutually agreed by the CONCESSIONAIRE and the DIVISION that no permanent or temporary advertising, signage, or trademark visibility for the CONCESSIONAIRE's food services will be displayed or permitted anywhere in state parks without prior written approval from the DIVISION, except that it is agreed that the CONCESSIONAIRE shall be permitted to include its trademark and brand names on its equipment.

Utilities:

Electricity, telephone, gas, propane gas, water and/or other utilities used for the operation will be solely at the CONCESSIONAIRE'S expense. The CONCESSIONAIRE will be required to make independent arrangements for service with the area's utility companies.

Performance Guarantee:

The CONCESSIONAIRE shall furnish and keep in full force and effect, during the term of the Contract, a performance guarantee made payable to the DIVISION, in the amount of \$15,500 conditioned for the full performance of all terms and conditions contained in the Contract. The performance guarantee shall either be a cash deposit, surety bond, certificate of deposit, passbook savings account, automatically renewable irrevocable letter of credit, or another form acceptable to the DIVISION. Said amount is not subject to increase but shall remain constant throughout the terms of the Contract.

Personnel:

The CONCESSIONAIRE will operate and manage said contract and employ such personnel satisfactory to the DIVISION. The CONCESSIONAIRE agrees to replace said personnel or any employee, whenever requested by the DIVISION upon satisfactory performance and due cause

begin shown. The CONCESSIONAIRE agrees to have a sufficient number of personnel at such contracted area for the proper operation of this contract.

CONCESSIONAIRE shall check all prospective employees they intend to hire at the contracted area against the Delaware or any other applicable sex offender registry. CONCESSIONAIRE shall notify the DIVISION if they desire to hire an individual who is on a registry. Written approval by the DIVISION shall be required before the CONCESSIONAIRE can employ said individual to work at the contracted area.

Standards of Employee Performance:

The CONCESSIONAIRE will employ only competent, mature and orderly employees and its employees will keep themselves neat and clean and will be courteous to all guests and patrons of the park. The CONCESSIONAIRE and its employees will not use improper language, behave in a boisterous manner or engage in any unlawful or unbecoming conduct during the course of their employment by the CONCESSIONAIRE.

Other General Conditions:

Changes – No alterations in any terms, conditions, delivery, price, quality, or specifications of items ordered will be effective without the written consent of the State of Delaware.

Additional Terms and Conditions:

The State of Delaware reserves the right to add terms and conditions as amendments to the contract when it is in the best interest of the State to do so.

**Section III – Termination**

Violations:

Upon failure of the CONCESSIONAIRE to provide adequate service or operate the contract herein granted in a satisfactory manner as defined as meeting the terms of the agreement herein or to comply with any of the terms and conditions of this contract, federal, state or local laws or any rule, regulation or order of the Department affecting the contract in regard to any and all matters, this contract may be suspended or revoked at any time on thirty (30) days written notice to the CONCESSIONAIRE. Any contract fees accrued at date of revocation shall immediately become due and payable to the DIVISION.

In the event this contract terminates as aforesaid for any violation, all rights of the CONCESSIONAIRE therein shall be forfeited without any claims for damage, compensation, refund of its investment, if any, or any other payment whatsoever against the DIVISION, Department or the State.

In the event this contract terminates as aforesaid, any property of the CONCESSIONAIRE within said contract area may be held by the DIVISION until all indebtedness of the CONCESSIONAIRE hereunder at any time of termination of this contract is paid in full.

Revocation of Contract:

In addition to the rights of revocation otherwise specifically provided in this contract agreement, the DIVISION shall have the right to revoke this contract at any time on thirty (30) days written notice to the CONCESSIONAIRE if: (1) the CONCESSIONAIRE files a petition in bankruptcy, has adjudicated a bankruptcy, makes an assignment for the benefit of creditors or has a receiver appointed for it; or (2) the CONCESSIONAIRE fails to observe or perform all of the terms and conditions and agreements on its part to be observed or performed pursuant to this contract after notice specifying the details of such breach shall have been given to the CONCESSIONAIRE by the DIVISION, provided, however, that if such breach cannot be remedied with such 30 day period, the CONCESSIONAIRE shall be deemed to have cured the same if it undertakes to remedy the same within such 30 day period and then diligently pursues such remedy to completion.

In the event the CONCESSIONAIRE should change ownership for any reason whatsoever, the DIVISION shall have the exclusive option of continuing under the terms and conditions of the Contract with the CONCESSIONAIRE or its successors or assigns for such period of time as is necessary to replace materials, programs or services or immediately terminating the Contract.

Termination in Case of Fire or Act of God:

If the facilities or equipment used by the CONCESSIONAIRE shall be damaged or destroyed by fire, Act of God, or otherwise so that same cannot be used for the purposes herein, then in that event, this contract shall terminate and each party shall be released from further obligations hereunder and the contract fee shall be prorated for the period of operation.

Termination for Cause:

If for any reasons, or through any cause, the CONCESSIONAIRE fails to fulfill in a timely and proper manner its obligations under the contract, or if the CONCESSIONAIRE violates any of the covenants, agreements or stipulations of the contract the State of Delaware shall thereupon have the right to terminate the contract by giving written notice to the CONCESSIONAIRE of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of termination.

Termination for Convenience:

The State of Delaware may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. If the contract is terminated by the State of Delaware as so



provided, the CONCESSIONAIRE will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the CONCESSIONAIRE as covered by the contract, less payments of compensation previously made. Provided however, that if less than 60 percent of the services covered by the contract have been performed upon the effective date of termination, the CONCESSIONAIRE shall be reimbursed (in addition to the above payment) for that portion of actual documented out of pocket expenses (not otherwise reimbursed under the contract) incurred by the CONCESSIONAIRE during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract.

Expiration:

Upon expiration of the contract period, CONCESSIONAIRE shall remove all equipment and inventory furnished by them provided all contract fees have been paid. Any equipment, inventory and/or personal property left on the premises beyond thirty (30) days from the expiration shall become the property of the DIVISION.

Lobbying and Gratuities:

Lobbying or providing gratuities shall be strictly prohibited. CONCESSIONAIRES found to be lobbying, providing gratuities to, or in any way attempting to influence a State of Delaware employee or agent of the State of Delaware concerning this Contract shall have their contract immediately terminated.

The CONCESSIONAIRE shall warrant that no person or selling agency has been employed or retained to solicit or secure a Contract resulting from this agreement or understanding for a commission, or a percentage, brokerage or contingent fee. For breach or violation of this warranty, the State of Delaware shall have the right to annul any Contract resulting from this breach without liability or at its discretion recover the full amount of the performance bond.

All contact with State of Delaware employees, Concessionaires or agents of the State of Delaware concerning this Contract shall be conducted in strict accordance with the manner, forum and conditions set forth in this Contract.

Solicitation of State Employees:

CONCESSIONAIRE shall not, directly or indirectly, solicit any employee of the State of Delaware to leave the State of Delaware's employ in order to accept employment with the CONCESSIONAIRE, its affiliates, actual or prospective CONCESSIONAIRES or any person acting in concert with the CONCESSIONAIRE, without prior approval of the State of Delaware's contracting officer. Solicitation of State of Delaware employees by a CONCESSIONAIRE may result in termination of this Contract.

This paragraph does not prevent the employment by a CONCESSIONAIRE of a State of Delaware employee who has initiated contact with the concessionaires. However, State of Delaware employees may be legally prohibited from accepting employment with the CONCESSIONAIRE or sub-concessionaire under certain circumstances. CONCESSIONAIRE may not knowingly employ a person who cannot legally accept employment under state or federal law. If a CONCESSIONAIRE discovers that they have done so, they must terminate that employment immediately.

No Discrimination:

The CONCESSIONAIRE expressly agrees, under penalty of summary cancellation of this contract, to operate the concession contracted without discrimination as to race, color, national origin, sex, sexual preference, or disability in accordance with all applicable State and Federal laws and regulations and in compliance with the provisions set forth in the Civil Rights Act of 1964, the American Disability Act, and the Laws of the State of Delaware.

Covenant against Contingent Fees:

The CONCESSIONAIRE warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees, bona-fide established commercial or selling agencies maintained by the CONCESSIONAIRE for the purpose of securing business.

For breach or violation of this warranty, the State of Delaware shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Compliance with Applicable Laws and Regulations:

The laws of the State of Delaware shall apply, except where Federal Law has precedence. The CONCESSIONAIRE consents to jurisdiction and venue in the State of Delaware.

CONCESSIONAIRE certifies that they comply with all federal, state and local laws applicable to its activities and obligations including:

1. The laws of the State of Delaware;
2. The applicable portion of the Federal Civil Rights Act of 1964;
3. The Equal Employment Opportunity Act and the regulations issued there under by the federal government; and
4. Those programs, services, and activities provided to the general public under resulting contract conform to the Americans with Disabilities Act of 1990, and the regulations issued there under by the federal government.

CONCESSIONAIRE shall keep itself fully informed of and shall observe and comply with all applicable existing Federal and State laws and County and local ordinances, regulations and codes adopted during its performance of the work.

If the CONCESSIONAIRE fails to comply with No. 1 through 4 of this paragraph, the State of Delaware reserves the right to terminate the contract, or consider the CONCESSIONAIRE in default.

#### IV. Entire Agreement

##### Scope of Agreement:

If the scope of any provision of the contract is determined to be too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fall, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

This instrument contains the entire agreement of the parties hereto, and no representations, claims, modifications or additions made prior to subsequent to the date of this contract shall be valid and binding unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this instrument, the day and year above-written.

DEPARTMENT OF NATURAL RESOURCES  
AND ENVIRONMENTAL CONTROL

*Original on File*

*Original on File*

Witness

Collin P. O'Mara, Secretary

*Original on File*

*Original on File*

Witness

Charles A. Salkin, Director  
Division of Parks and Recreation

I hereby certify that Collin P. O'Mara, Secretary of the Department of Natural Resources and Environmental Control of the State of Delaware and Charles A. Salkin, Director of the Division of Parks and Recreation, personally appeared before me, and acknowledged that they

signed and delivered the aforesaid instrument as their own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of May, 2013.

**Original on File**

Notary Public



My commission expires: 8/22/15

STATE OF DELAWARE )  
 ) SS.  
COUNTY OF Kent )

CALY PROFESSIONAL SERVICES ORG. /  
D.B.A. CALYPSO

**Original on File**

**Original on File**

Witness \_\_\_\_\_

Richard Bones, Owner/Manager

I hereby certify that Richard Bones the owner of Caly Professional Services Org./ d.b.a. Calypso appeared before me, and acknowledged that he signed and delivered the aforesaid instrument at his own free and voluntary act of said agency, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3<sup>rd</sup> day of May, 2013.

**Original on File**

Notary Public

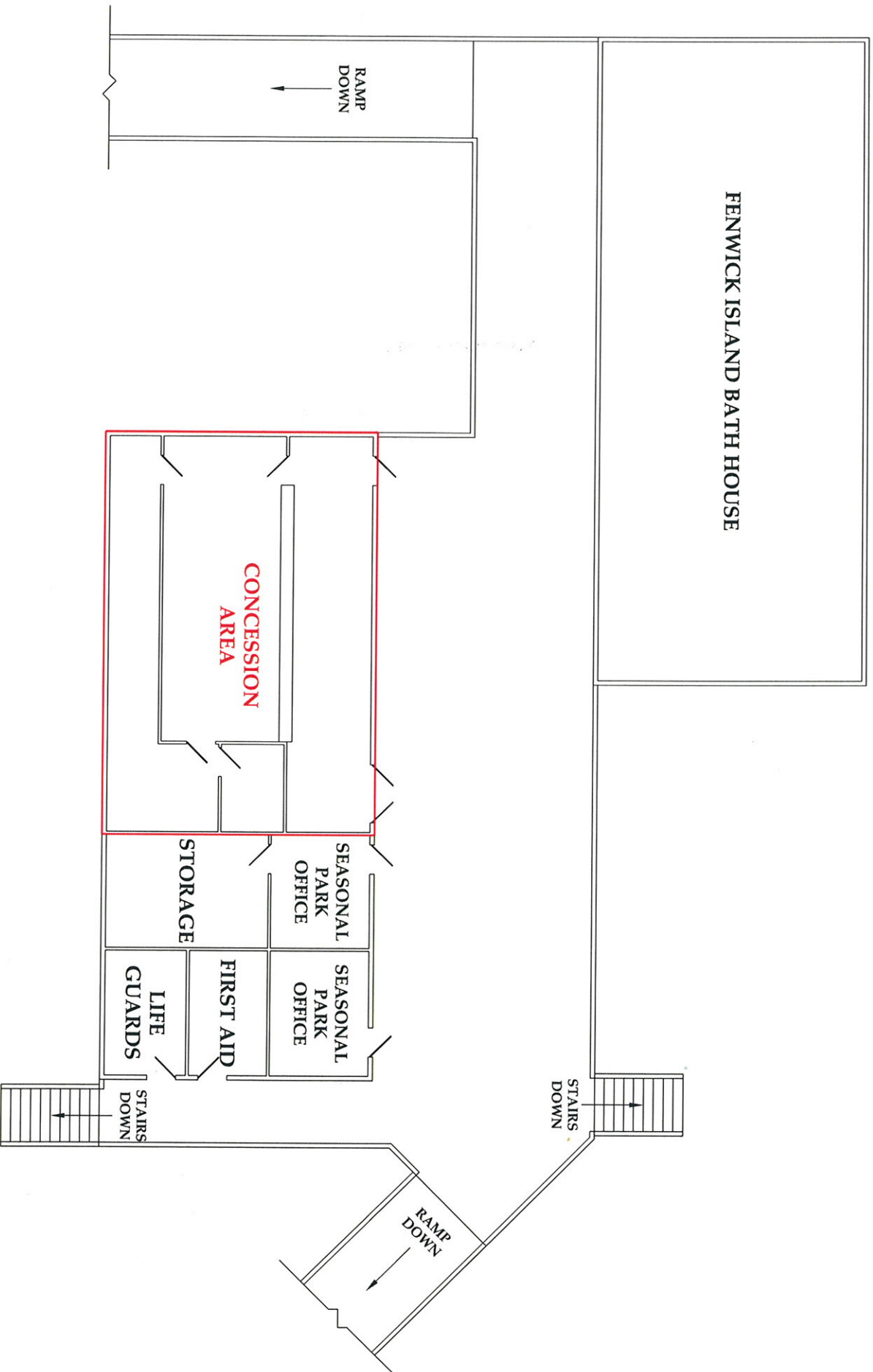
My commission expires: 4/26/15

STATE OF Delaware )  
 ) SS.  
COUNTY OF Kent )

Notary Public  
State Of Delaware  
Mary Makdad Vosbell  
My Commission Expires  
April 26, 2015



# FENWICK ISLAND STATE PARK CONCESSION FLOOR PLAN EXHIBIT A



## DIVISION OF PARKS AND RECREATION

### POLICY DIRECTIVE

#### # D -66 Amended

Tobacco use is already prohibited in the following areas as specified in the Department's Administrative Policy D-309 - Smoking in the Workplace adopted in response to Executive Order No. 71:

1. Within any building owned or managed by the Department of Natural Resources and Environmental Control.
2. Within any building space rented by the Department of Natural Resources and Environmental Control.
3. In state-owned passenger and work vehicles, to include the operation of any unlicensed equipment and vehicles.

In accordance with Section 2.5.1 – Park Policies and Section 3.1.1 – Use Restriction/Trespassing of the Rules and Regulations, the Director of the Division of Parks and Recreation shall also prohibit the use of any form of tobacco or similar products at the following specific areas, programs and facilities within State Parks, nature preserves and other areas administered by the Division:

1. Public assembly areas and facilities such as, but not limited to, band shells, amphitheaters, athletic stadiums and fields, swimming pools, playgrounds, fishing piers, boardwalks, concession areas, restrooms and bath houses. This also applies to the Brandywine Zoo and Fort Delaware State Park, in their entirety.

The Division may designate areas where the use of tobacco products will be permitted at or outside of these public assembly areas and facilities.

2. Cape Henlopen State Park's residential youth camp facilities and all designated primitive youth group camping areas in State Parks including special events/temporary sites (camporees) or other locations used for that purpose.
3. All public programs.
4. On and within designated swim beaches and general picnic areas
5. The use of any lit tobacco or similar products will be prohibited during a burning ban designated by the State Fire Marshall in all areas and facilities covered by the ban.

The Division reserves the right to designate additional areas or facilities that are in the best interest of the health, safety and general welfare of park visitors and/or the general public, and for the protection and management of the natural and cultural resources administered by the Division.

The Division will notify the public of the tobacco-use restrictions by one or more of the following methods:

1. Placing appropriate signs at public assembly areas and facilities.
2. Staff announcing restriction prior to conducting a program.
3. Including information in Division publications and on the state park website.
4. Posting the policy in Division and state park offices and on public bulletin boards.
5. Media notification of policy change

Any changes to this policy require written approval by the Division Director.

***Original on File***

\_\_\_\_\_  
Director, Division of Parks and Recreation

21 May 2012  
Date

# **Delaware Division of Parks and Recreation**

## **Statewide Vending Machine Program**

### **Guidelines and Procedures**

**INTRODUCTION:** The Division is committed to assuring park visitors have a safe, enjoyable and healthy experience while visiting Delaware State Park and is part of a State and National movement to reduce obesity. Food and beverage services have a role in meeting the commitment of assuring all Delawareans are educated and presented with choices to assure a quality lifestyle and good health. With the limitations of potable water and the remote location of State Parks, vending machines can be important to a park visitor's health, safety and enjoyment. The availability of healthy food and beverage choices can be essential if a visitor becomes dehydrated or faces other unexpected ailments.

The following standards for beverage and snack food vending machines outlines the requirements to assure healthy choices are available in all parks. These standards are for all vending machines managed by the Division as well as vending machines managed by private concessions.

#### **LOCATIONS:**

- The goal of the Division is to design spaces for vending machines where the service is needed for park visitors. These locations could be near nature centers, bathrooms, picnic areas and where people may gather.
- Where there is not a designated vending area, park staff may place machine(s) in locations using the following guidelines:
  - Significant traffic flow to warrant the need for beverages and/or snack machine(s).
  - Designated circuit breaker to accommodate electrical service.
  - Agreement with an outside vendor to provide regular service to assure the machine is always operable and filled with healthy options.
  - The area is kept neat and clean in appearance. The machine placed on a level surface, clean of debris and the panels on the machine are fresh and crisp looking not sun faded.
  - Visible to enforcement staff to minimize the possibility of vandalism.

#### **PRODUCTS:**

- The selection of beverages and snacks shall be based on the guidelines established with the aid of the "Nemours' Healthy Vending Guide".
- Each Machine shall carry healthy products, classified as Go, the highest nutritional value; SLOW, very little nutritional value; and WHOA, no nutritional value (see description of each category and sample list of brand named products).
- Each machine shall have the a ratio of choices based on one of the following ratio:
  - GO - 50% or more
  - SLOW - 40% or less
  - WHOA - 20% or less



# Healthy Vending Guide

You and your organization can play an important role in supporting healthy eating habits by making healthy vending options available and attractive to children, youth and adults. This guide will help you choose healthier products by providing:

- Healthy vending guidelines for food and beverage products,
- Sample policies to support and sustain healthy vending,
- Marketing strategies to promote healthy options.

## Why promote healthy vending options?

In 2006, the vending industry generated close to \$14 billion in food and beverage sales. Although vending machines are a popular channel for convenient snack foods and beverages, they are often a source of less-than-healthy products.<sup>1</sup> A great majority of options are high in calories, fat, and added sugars, and low in nutrients. Popular items include candy, soft drinks, chips, cookies and cakes.<sup>2,3</sup> The prevalence of junk food and sugar-sweetened beverages in vending machines does not support healthy nutritional choices and promotes the consumption of energy-dense foods and beverages, which has been linked to weight gain.<sup>4</sup>

Currently, 40% of Delaware children (ages 2 – 17 years) are overweight or obese, a prevalence that is among the highest in the nation.<sup>5</sup> Given the widespread nature and potential negative health impact of obesity, it is critical to support healthy habits. Good nutrition is important in maintaining health for all ages<sup>6</sup>; therefore, offering healthy vending options should be a priority. By replacing unhealthy options with more nutritious, healthful foods, your organization can make it easier for children and parents to choose wisely. Establishing nutritional standards for vended products can support healthier eating by increasing access to healthy foods and beverages while still serving the main purpose of bringing in revenue.

## How do I know which foods and beverages are good to offer and which are bad?

While Nemours encourages children and families to choose the healthiest foods and beverages most of the time, we do not support labeling foods as “good” or “bad”. We believe that all foods can fit into an overall healthy diet. For that reason, we categorize foods and beverages by their nutrient density as “GO,” “SLOW” and “WHOA”<sup>7</sup> foods.

- **GO** foods and beverages are the healthiest options for the amount of calories they contain. Eat these foods and drink these beverages most often, almost anytime.
- **SLOW** foods and beverages have added sugar or fat that makes them higher in calories. They should only be consumed sometimes, several times a week at most.
- **WHOA** foods and beverages are the highest in sugar and fat and the least healthy. They should be consumed just once in awhile.

We recommend that organizations make the majority of their vending options **GO** foods and beverages, recognizing there may be a need to offer a smaller selection of **SLOW** and **WHOA** foods and beverages as well. See Appendix A for a list of **GO**, **SLOW** and **WHOA** vending options.

## MARKETING STRATEGIES

### How can organizations encourage the selection of healthy vending options?

Organizations can use the traditional marketing “4Ps” of product, promotion, price, and placement.<sup>12-17</sup>

#### Product

If you have healthy items to choose from, children, youth and adults will make better choices! Most vending products offered are of low nutritional quality.<sup>1</sup> One study surveyed the content of 1,420 vending machines in urban and rural secondary schools across the country. Of the beverages available, 70% were high in sugar, such as soft drinks, fruit drinks, iced tea, and sports drinks. Only 12% of the vending slots were for water and only 5% were for milk, with the majority (57%) of milks offered being either whole or 2% milk. The proportion of snack slots offering nutritious choices was also low (1%).<sup>12</sup>

- **Action Step:** Offer a majority of healthy foods and beverages in your vending machines to make it easier for children and families to make healthy choices.

#### Promotion

Promotional efforts such as labels and motivational signs on vending machines can increase awareness and selection of healthier foods and beverages.<sup>13, 14, 15</sup> Prominently marking low-fat food items and “0 calorie, 0 sugar” beverages, as well as their prices, is an effective way to increase the selection of healthy items. Coupling that tactic with a large motivational sign on top of the vending machine encouraging the low-fat food and non-sugar-sweetened beverage selections has proven even more effective. It appears these strategies can bring about better choices without a loss of revenue.<sup>13, 15</sup> Thus, marketing low-fat items and non-sugar-sweetened beverages specifically can be an effective way to encourage the purchase of healthier vending options, without negatively affecting sales.

- **Action Step:** Use visible prompts in and on vending machines in the form of labels, stickers, and posters to identify and promote healthy options.

#### Price

Selling healthy vending items at a lower price than other options can be an effective incentive for healthy eating.<sup>14, 16</sup> A study found that the sale of low-fat snacks increased by 80% during a 3-week period when prices were reduced by 50%.<sup>16</sup> Most importantly, these price reductions did not significantly affect overall vending revenue.<sup>14</sup> Thus, reducing the prices of healthy foods and beverages, or raising the prices of less healthy options, can be another way to promote healthier vending choices.

- **Action Step:** Offer healthy options at a lower price than unhealthy ones.

#### Placement

The placement of vending products shows promise in increasing healthier purchases. The sales of healthier foods and beverages can be increased by placing them in prime locations within a vending machine.

- **Action Step:** Place healthier options at eye level where they are most noticeable and more likely to be purchased.<sup>17</sup>

Applying the “4Ps” of marketing to promote healthier vending options will increase the likelihood that customers will choose them. See Appendix C for examples from around the country.



## APPENDIX A

### SAMPLE VENDING MACHINE ITEMS CATEGORIZED BY GO, SLOW, WHOA

	<b>GO</b> Almost anytime	<b>SLOW</b> Sometimes	<b>WHOA!</b> Once-in-a-while
<b>Snacks— Non-Refrigerated</b>	<ul style="list-style-type: none"> <li>Popcorn (fat-free or low-fat)</li> <li>Whole grain cereal (hot or cold) with at least 5g fiber and no greater than 6g sugar per serving</li> <li>Whole grain cereal bar</li> <li>Whole grain crackers</li> <li>Rice cakes</li> <li>Soy crisps</li> <li>Fruit cup in fruit juice</li> <li>Jerky (low sodium)</li> </ul>	<ul style="list-style-type: none"> <li>Whole grain cereals (hot or cold) with at least 3g fiber and no more than 6g sugar per serving</li> <li>Baked chips</li> <li>Animal crackers</li> <li>Graham crackers</li> <li>Pretzels</li> <li>Nuts and seeds (plain or with spices)</li> <li>Nuts (light sugar covering or honey-roasted)</li> <li>Peanut butter and crackers</li> <li>Ready-to-eat cereal (low fat, whole grain)</li> <li>100 Calorie Snack Packs</li> <li>Fruit cup in light syrup</li> <li>Whole-grain, low-fat muffins</li> <li>Low-fat granola bar</li> <li>Whole-grain, low-fat fig bars</li> <li>Trail mix (plain)</li> <li>Dried fruit</li> <li>Jerky</li> </ul>	<ul style="list-style-type: none"> <li>Candy</li> <li>Cookies, cakes, and pies</li> <li>Doughnuts</li> <li>Pastries</li> <li>Muffins</li> <li>Pop tarts</li> <li>Buttered popcorn</li> <li>Chips</li> <li>Snack mixes</li> <li>Cheese-flavored crackers</li> <li>Fruit cup in heavy syrup</li> </ul>
<b>Snacks— Refrigerated</b>	<ul style="list-style-type: none"> <li>Fruits and vegetables without added fat, sugar or salt</li> <li>Fat-free or low-fat yogurt, plain</li> <li>Fat-free or low-fat cheese or cottage cheese</li> <li>Hard-boiled eggs</li> </ul>	<ul style="list-style-type: none"> <li>Fruits or vegetables with added fat, sugar or salt</li> <li>Fat-free or low-fat flavored yogurt with no more than 30g of total sugar per 8 oz serving</li> <li>Low-fat or reduced fat pudding</li> <li>Reduced-fat cheese or cottage cheese</li> </ul>	<ul style="list-style-type: none"> <li>Vegetables fried in oil</li> <li>Pudding</li> <li>Yogurt made from whole milk</li> <li>Frozen desserts</li> </ul>
<b>Beverages— Refrigerated</b>	<ul style="list-style-type: none"> <li>Water without flavoring or additives</li> <li>Fat-free or 1% (low-fat) milk, plain</li> </ul>	<ul style="list-style-type: none"> <li>Reduced-fat (2%) milk, plain</li> <li>Fat-free or 1% flavored milk with up to 150 calories per 8 oz serving</li> <li>100% fruit juice</li> <li>100% vegetable juice</li> <li>No- or low-calorie beverages with up to 10 calories per 8 oz serving</li> <li>Smoothies (made with low-fat yogurt or other low-fat dairy alternatives and/or fruit/juice)</li> </ul>	<ul style="list-style-type: none"> <li>Reduced-fat (2%) milk, flavored</li> <li>Whole milk, plain</li> <li>Whole milk, flavored</li> <li>Regular soda</li> <li>Sweetened teas, lemonade, and fruit drinks with less than 100% fruit juice</li> <li>Sports drinks, energy drinks, etc. with more than 10 calories per 8 oz serving</li> </ul>

## APPENDIX C

### Implementation Of The “4Ps” In Marketing

The following are examples of successful healthy vending programs in schools:

- Venice High School in Los Angeles, California eliminated unhealthy snack and beverage sales on campus. Their vending machines now offer a variety of waters, 100% juices and soy milk, as well as a variety of healthy snacks, including granola and cereal bars. One year later, snack sales were up by over \$1,000 per month compared to the same time the previous year. Two years after the changes, snack sales per month had roughly doubled (\$6,100 in May 2002 compared to \$12,000 in March 2004).<sup>16</sup>
- North Community High School in Minneapolis replaced most of the soda in its vending machines with 100% fruit and vegetable juices and water, and slightly reduced the prices of those healthier options. As a result, the sale of healthier items increased with no loss of revenue to the school.<sup>16</sup>
- Old Orchard Beach Schools in Maine revised school vending policies to remove sodas and junk foods, and replaced them with water, 100% fruit juices, and healthier snack options. The vending machine signage was also changed to advertise water rather than soda. Since these changes, vending revenues have remained stable.<sup>16</sup>
- Vista High School in San Diego County instituted a policy to eliminate junk food vending machine contracts from campus. Healthy vending machines now offer yogurt, fruit/vegetable plates, bagels, and salads. Machines have averaged \$6,000/month profit, which is twice the profit earned under the previous contracts.<sup>18</sup>

## APPENDIX D

### Healthier Vending Options Generate Revenue

The following are examples of pilot studies conducted in several states that demonstrate healthy competitive food does not have to mean less revenue:

#### Connecticut

Eight schools participated in the Healthy Snack Pilot project, from September 2003 through June 2005. During the first year (2003–04) no schools changed the snack foods offered. During the second year (2004–05), five schools (2 elementary, 2 middle, and 1 high school) followed the Connecticut Healthy Snack Standards, which meant decreasing fats and sugars, increasing nutrient density, and moderating portion size. These schools offered only healthy snack foods, both in vending and à la carte, while the remaining three schools served as comparison schools and did not make any changes. At the end of the second year, the Healthy Snack Pilot showed that revenue for the pilot schools and the control schools were similar. Offering healthy foods did not negatively affect overall school revenue.<sup>21</sup>

#### Arizona

The Department of Education in Arizona conducted a similar pilot study. A new policy mandated that foods offered during the normal school day meet the Dietary Guidelines for Americans and that no foods of minimal nutritional value could be sold. Financial data were collected two months prior and four months following policy implementation. After the designated schools made healthy changes to their vending, à la carte, and school store food selections, no school demonstrated a negative impact on revenue.<sup>22</sup>

#### California

A pilot project in 16 middle and high schools used nutrition standards that were included in state legislation. These standards mandated that vending and à la carte snack foods could not contain more than 35% of calories from fat, more than 10% of calories from saturated fat, or more than 35% of sugar by weight. Restrictions were also placed on the types and sizes of beverages sold. The criteria were implemented in a pilot project conducted from January 2003 to September 2004. After the nutrition standards were implemented, an 81% increase in gross revenue was observed as compared to the previous school year.<sup>24</sup>



## Beverages<sup>8</sup>

Elementary schools and settings serving elementary school-aged children should limit portion sizes to:

- |  |                  |
|--|------------------|
| ▪ Water (with no additives)  | Unlimited        |
| ▪ 100% fruit and vegetable juices with no added sweeteners               | 4 fl oz. (½ cup) |
| ▪ 1% or fat-free milk (unflavored/flavored)                              | 8 fl oz. (1 cup) |
| ▪ Fat-free or low-fat dairy alternative (lactose-free and soy beverages) | 8 fl oz. (1 cup) |

Middle and high schools and settings serving middle and high school-aged youth should limit portion sizes to:

- |  |                  |
|--|------------------|
| ▪ Water (with no additives)  | Unlimited        |
| ▪ 100% fruit and vegetable juices with no added sweeteners               |                  |
| ▪ Middle-school aged youth   | 4 fl oz. (½ cup) |
| ▪ High-school aged youth   | 8 fl oz. (1 cup) |
| ▪ 1% or fat free milk (unflavored/flavored)                              | 8 fl oz. (1 cup) |
| ▪ Fat-free or low-fat dairy alternative (lactose-free and soy beverages) | 8 fl oz. (1 cup) |

Settings serving primarily adults should limit portion sizes to:

- |  |                      |
|--|----------------------|
| ▪ Water (with no additives)  | Unlimited            |
| ▪ 100% fruit and vegetable juices with no added sweeteners               | 8 fl oz. (1 cup)     |
| ▪ 1% or fat free milk (unflavored/flavored)                              | 8 fl oz. (1 cup)     |
| ▪ Fat-free or low-fat dairy alternative (lactose-free and soy beverages) | 8 fl oz. (1 cup)     |
| ▪ Plain coffee or tea  | Unlimited            |
| ▪ †No or low-calorie beverages with up to 10 calories per 8 oz           | Unlimited            |
| ▪ *Beverages with 10-66 calories per 8 oz                                | 16 fl. oz. (2 cups)  |
| ▪ *Beverages with greater than 66 calories per 8 oz                      | 12 fl. oz. (1½ cups) |

Community settings serving children, youth and adults should limit portion sizes to:

- |  |                      |
|--|----------------------|
| ▪ Water (with no additives)  | Unlimited            |
| ▪ 100% fruit and vegetable juices with no added sweeteners               |                      |
| ▪ Elementary and middle-school aged children                             | 4 fl oz. (½ cup)     |
| ▪ High-school aged youth and adults                                      | 8 fl oz. (1 cup)     |
| ▪ 1% or fat free milk (unflavored/flavored)                              | 8 fl oz. (1 cup)     |
| ▪ Fat-free or low-fat dairy alternative (lactose-free and soy beverages) | 8 fl oz. (1 cup)     |
| ▪ Plain coffee or tea  | Unlimited            |
| ▪ †No or low-calorie beverages with up to 10 calories per 8 oz           | Unlimited            |
| ▪ *Beverages with 10-66 calories per 8 oz                                | 16 fl. oz. (2 cups)  |
| ▪ *Beverages with greater than 66 calories per 8 oz                      | 12 fl. oz. (1½ cups) |

† **SLOW** beverages, if offered at all, should be limited to the noted portion size.

\* **WHO**A beverages, if offered at all, should be limited to the noted portion size.