

EXHIBIT A
OPERATING PLAN

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1) INTRODUCTION

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

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

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

2) DEFINITIONS

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

- A) Environmentally Preferable.** Products or services that have a lesser or reduced negative effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, productions, manufacturing, packaging, distributions, reuse, operations, maintenance, or disposal of a product or service. Product considerations include, but are not limited to, the environmental impacts of the product's manufacture, product toxicity, and product recycled content including post-consumer material, amount of product packaging, energy or water conserving features of the product, product recyclability and biodegradability. These include those products for which standards have been established for federal agency facilities and operations.
- B) Post-consumer Material.** Material or finished product that has served its intended use and has been diverted or received from waste destined for disposal.
- C) Recycling.** The act of producing new products or materials from previously used and collected materials.
- D) Service Policy.** The directives, policies, instructions, and guidance regarding the National Park System and the Service that are in writing and approved by the Secretary of the Interior or a Department of the Interior or National Park Service official to whom appropriate authority has been delegated, as such may be amended, supplemented, or superseded throughout the term of the Contract. Visit: [National Park Service Office of Policy \(nps.gov\)](http://www.nps.gov/policy)

3) MANAGEMENT RESPONSIBILITIES

A) Concessioner

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

- (1) Designate a General Manager who:
 - (a) Has the authority and the managerial experience for operating the services required under the Contract;
 - (b) Must employ a staff with the expertise and training to operate all services authorized under the Contract;
 - (c) Has full authority to act as a liaison in all concession administrative and operational matters; and,
 - (d) Has the responsibility for implementing the policies and directives of the Service.

- (2) In the absence of the General Manager, the Concessioner must designate a qualified acting General Manager.
- (3) Contact information: On or before the Contract's effective date the Concessioner must provide a current, accurate contact information list to the Service with all appropriate points of contact, and during the Contract's term the Concessioner must update the list as changes occur.

B) Service

The Superintendent manages Acadia National Park with responsibility for all operations, including concession operations. The Superintendent carries out Service Policy, including Concession Contract management. Directly, or through designated representatives, the Superintendent reviews, directs, and coordinates Concessioner activities relating to the Area. This includes:

- (1) Contact information: The Service provides a current list to the Concessioner with all appropriate points of contact.
- (2) Evaluation of Concessioner services
- (3) Review and approval of rates charged for all commercial services

4) GENERAL OPERATING STANDARDS AND REQUIREMENTS

A) Schedule of Operations

- (1) The Concessioner must provide narrated interpretive bus tour services required by the Contract at a minimum from mid-May to mid-October annually. Minimum daily public (non-charter) bus tour frequencies are provided in the following table.

Minimum Operating Season	Minimum Operating Frequency
Mid-May through Mid-June	One public bus tour daily minimum
Mid-June through Mid-October	Two public bus tours daily minimum

- (2) The Concessioner must include both scheduled departures (for independent travelers) and charters (for cruise ship-to-shore excursions and tour groups arriving by vehicles that are not permitted within the Park) in its operating schedule.
- (3) The Concessioner must submit proposed changes to opening and closing dates and operating hours for its services for the Superintendent's approval prior to implementation. A written schedule of proposed changes to opening and closing dates and operating hours must be submitted at least fourteen (14) days prior to the proposed changes. Opening and closing dates and operating hours must remain in effect and be adhered to unless changes are approved in writing by the Superintendent.
- (4) The Concessioner may request, subject to Service approval, interpretive bus tour routes of varying lengths and to various destinations within the Area. Primary tour routes must include the Park Loop Road and the Cadillac Summit Road.
- (5) The Service may require the Concessioner to alter the departure schedule of the narrated interpretive bus tours. The Service will make a good faith effort to notify the Concessioner of any required changes to the departure schedule at least 60 days in advance of the effective date of the change. The Service will make every effort to provide requests of required changes promptly after it becomes aware of the need for the change.
- (6) The Concessioner must prominently post the departure schedule at the boarding location. The Concessioner must follow the schedule of operation unless the Concessioner requests changes, as described in paragraph (3), above, and the Service approves the changes in writing in advance of any proposed change.
- (7) The Service may require occasional closures or cancellations, delayed opening, or early closings due to weather, natural disasters, projects to repair infrastructure, and similar occurrences. Other than in emergency circumstances, the Service will provide reasonable notice to the Concessioner of any non-emergency required closures or cancellations.

- (8) In the event of a weather emergency that requires a sudden unscheduled closure or cancellation, the Concessioner must notify the Service by contacting the Service's Concessions Management Specialist. The Concessioner also must notify the Concessions Management Specialist of unscheduled closures or cancellations for any non-weather events as soon as is possible.
- (9) *Pre- and Post-Season Meetings.* The Concessioner must meet with the Service annually, no later than March 1, to review the Operating Plan and to discuss planned operations for the upcoming season. During that meeting the Service will inform the Concessioner of planned Service projects potentially affecting the concession operations. The Concessioner and Service staff will hold a post-season meeting no later than December 1 to review the past season's operation.
- (10) Facilities including restrooms located in the Area may not be open and available to the public during winter and shoulder seasons. Please check the ACAD website for details: <https://www.nps.gov/acad/planyourvisit/hours.htm>

B) Rate Determination and Approval Process

- (1) *Rate Determination.* The Service ensures that the Concessioner's rates and charges to the public are commensurate with the level of services provided by the private sector. The Service will judge the reasonableness of rates based on the current National Park Service Concession Management Rate Administration Guide (February 2017), as it may be amended, supplemented, or superseded throughout the term of the Contract. A copy is available on the NPS Commercial Services website located at <https://www.nps.gov/subjects/concessions/index.htm>. Rate approval methods are subject to change.
 - (a) Narrated Interpretive Bus Tour Rates. The Concessioner must determine rates for narrated interpretive bus tours based on the Service's Competitive Market Declaration (CMD) guidelines.
 - (b) Rates for Authorized Services. The Concessioner must determine rates for services authorized under the Draft Contract based on the Service's Competitive Market Declaration (CMD) guidelines.
- (2) Rate Approval Process
 - (a) Changes in Rate Methods. Changes in market conditions or other factors may result in the Service modifying the rate method that it uses. The Concessioner will be notified by the Service of such a change at least 60 days prior to the date the next rate request is due.
 - (b) Approved Rate Posting. The Concessioner must prominently post its rates for all goods and services that it provides to the visiting public.
 - (c) Rate Compliance. The Service will verify 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. The Concessioner must not advertise rates until they are approved by the Service. The Concessioner must comply with these rate compliance requirements in all advertising including, but not limited to, advertising: on the Concessioner's website, on the Concessioner's telephone reservations system, and via third-party booking agents.
- (3) *Discounted Rates.* The Concessioner may offer rate discounts. All rate discounts and any changes to existing discounted rates must be submitted to the Service for review and approval at least 90 days in advance of offering the rate. The Concessioner must submit the proposed rate discount from the prevailing normal rate for each specific group for which a rate discount applies (e.g. children, seniors, active military, school groups, etc.), and the time period over which the discount applies. The Service has the authority to approve, disapprove, or modify-and-approve all rate discounts proposed by the Concessioner.
- (4) *Rates for Special Groups.* The Concessioner must work with the Service to set rates for charters for special groups.
- (5) *Rate Floor during the First Year of the Draft Contract.* The Concessioner may not charge a bus tour rate less than \$20.00 dollars during the first year of the Draft Contract. The Service may extend, modify, or rescind this floor rate based on Park management objectives.

C) Evaluations

- (1) *General.* The Concessioner must provide the services required by this Contract in conformance with evaluation standards established by the National Park Service Commercial Services Review Program (specifically the Guided Land Tour standards), National Park Service Concessions Management Guidelines, and within acceptable bus tour transportation industry practices.
- (2) *Periodic Evaluations.* The Service will conduct both announced and unannounced periodic operational evaluations of Concession services (specifically considering the standards specified in the *Guided Land Tour* standards) to ensure conformance with applicable operational standards. The Service will contact the Concessioner at the time of announced evaluations so that a representative of the Concessioner may accompany the evaluator.
 - (a) The Concessioner must work with Service officials to prioritize and schedule the correction of deficiencies and the implementation of improvement programs resulting from these periodic evaluations.
 - (b) The Concessioner must correct deficiencies within dates set by the Service.
- (3) *Annual Overall Rating.* The Service will determine and provide the Concessioner with an Annual Overall Rating by **April 1** for the preceding calendar year. The Annual Overall Rating includes narrative evaluations and numeric ratings of the Concessioner's Administrative Compliance, Operational Performance, Risk Management Program, and Environmental Management Program.
 - (a) Administrative Compliance. The Administrative Compliance report and rating will consider such items as, but not limited to, the timely and accurate submission of annual financial reports; proof of general liability, tour vehicle, automobile, and workers compensation insurance; and timely payment of franchise fees and entrance fees.
 - (b) Operational Performance. The Operational Performance report and rating will consider all Periodic Operational Evaluations.
 - (c) Risk Management Program. The Service will annually conduct an evaluation of the Concessioner's Risk Management Program. Risk management will also be a component of Periodic Operational Evaluations.
 - (d) Environmental Management Program. The Service will annually conduct an evaluation of the Concessioner's Environmental Management Program. A review of the Concessioner's performance in addressing environmental audit findings will be included in the evaluation.
 - (e) Interpretive Program. The Concessioner must submit an Interpretive Script to the Park for approval prior to conducting the narrated interpretive tours. The Interpretive Script must be submitted annually for review. The Service will evaluate the Concessioner's interpretive and informational services to ensure appropriateness, accuracy, quality, and the relationship of interpretive presentations to Area themes. Interpretive Themes can be found on Page 11 of Acadia National Park's Foundation Document:
https://www.nps.gov/acad/learn/management/upload/ACAD_FD_2016_508-2017.pdf.

D) General Policies

- (1) Ticketing
 - (a) Reservation System. The Concessioner must utilize a computerized system for all ticket reservations and sales. The computerized reservation system must have the capability to provide visitors with the option to make reservations and ticket purchases online. The Concessioner must accept reservations on a 180-day forward rolling basis.
 - (b) The Concessioner must make reservations accessible to the public without restriction. The Concessioner may not impose any restrictions or requirements on the public's ability to create a reservation, including requiring log-ins, creating usernames, or joining clubs or list-servs.
 - (c) Website. The Concessioner must create and maintain a website that fully and accurately describes its tours; correctly states the rate(s) for each tour; clearly shows the spaces available for each tour; and includes a user-friendly, secure reservation platform. If the Concessioner manages multiple operations, the Concessioner must have distinct pages for

- each operation, i.e., the Concessioner must have distinct pages for its concession operations and any non-concession operations.
- (d) Deposits/Refunds. The Concessioner must comply with the deposit and cancellation/refund standards identified in the Guided Land Tour Standards located on the Service's Commercial Services website.
 - (e) Visitor Accommodation. When reservation groups arrive at the boarding area, accommodation of the reserved group should not interfere with accommodation of regular, non-group or walk-up visitors.
 - (f) Third-Party Ticket Sales. The Concessioner may propose third-party joint ticketing opportunities with other commercial enterprises and attractions in the area, such as ticket sales offered by local lodging operators to guests (e.g. package/group discounts for hoteliers), cruise lines, and others. The Concessioner must sell all tickets at or below the NPS-approved maximum rate but not less than \$20.00. All vouchers used when tickets are sold at these joint ticketing partner facilities must be redeemed for a ticket or boarding pass prior to boarding the bus tour. The Concessioner will keep detailed records of third-party ticket sales. Ticket sales revenues and commissions from these third-party sales must be included in the total of gross receipts for franchise fee calculation purposes, pursuant to the Contract. Agreements for third-party ticketing arrangements between the Concessioner and other parties are subject to the Services' prior written approval before being finalized.
 - (g) Ship-to-shore Excursions and Other Charter Tours. As noted in the Reporting Requirements section of this Operating Plan (Section 11), the Concessioner must track and report revenues earned for in-Park activities (narrated interpretive tours, ship-to-shore excursions, and charters) as well as for out-of-Park activities such as transportation to other points of interest, restaurants, ship-to-shore excursions, charters, etc.
 - (h) Ticket Price Reflection. The rate charged to any passenger, including group passengers, must be printed on the passenger's ticket.
- (2) *Interactions with Wildlife*. The disruption or feeding of wildlife within the Area is prohibited. The Concessioner must not encourage the feeding of wildlife by displaying food, such as popcorn or bread, in such a manner that may imply approval of the feeding of wildlife. The Concessioner must not allow passengers to disembark at non-designated stops to view or take photos of wildlife. Viewing of wildlife with an artificial light or using wildlife vocalization is prohibited.
 - (3) *Wetlands*. Commercial tours are prohibited from operating in all freshwater wetlands and tour patrons must stay on designated trails, pullouts, hardscapes, or boardwalks.
 - (4) Collecting natural or cultural objects is prohibited.
 - (5) Vehicles
 - (a) Identification. Concessioner vehicles must be discreetly identified by the Company's name and logo. The Concessioner must submit designs for colors, logos, etc. to the Service for approval. All lettering should be reasonable in size for the type of vehicle.
 - (b) Licensing, Insurance, Maintenance, and Registration. Vehicles must comply with the standards identified in the Guided Land Tour Standards located on the NPS Commercial Services website, including all applicable federal, state, and local statutes, ordinances, regulations, and policies.
 - (6) *Visitor Comments*. The Concessioner must make visitors aware of options available for providing comments on Concession services. These options include the online NPS Concession Customer Satisfaction Survey Program at www.npsconcessions.com, as well as Service-approved comment cards. The Concessioner must provide the Service with copies of all guest written comments **within 15 days after the end of each month**. The Concessioner must make available comment cards onboard all vehicles utilized under the Draft Concessions Contract.
 - (a) The Concessioner must investigate and respond to all visitor complaints regarding its services **within 14 business days of receipt**. The Concessioner must provide the Service a copy of the initial comment, Concessioner's response, and any other supporting documentation as soon as available.

- (b) The Concessioner must provide the Service all visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees or concern the safety of Area resources. Visitor comments that allege misconduct by Concessioner or Service employees, or that pertain to the safety of visitors or employees, or concern the safety of Area resources, must be provided to the Superintendent upon receipt. The Concessioner must update the Service when it has provided a response.
 - (c) The Service will forward to the Concessioner all comments and complaints received. The Concessioner must investigate and make an initial response to any complaints **within 14 business days of receipt**. The Concessioner must provide a copy of any responses to the Service. The Service will forward to the Concessioner copies of its responses.
 - (d) Monthly, the Concessioner must provide all customer satisfaction data collected including both written comments and tabulation of rating questionnaires. The monthly reports must include both the statistical data highlighting customer service trends, data analysis, and an action plan to correct any service-related issues identified in the data. Data includes information gathered by the Concessioner or any third parties on behalf of the Concessioner. The monthly customer satisfaction data is due to the Service **within 15 days after the end of each month**. Upon request, the Concessioner must provide the Service supplemental information that supports the summary provided.
- (7) *Park Regulations.* The Concessioner is responsible for knowing and adhering to Area regulations, including the Superintendent's Compendium, which is updated annually and available on the Park website. Please visit: <https://www.nps.gov/acad/learn/management/compendium.htm>
- (8) *Alcohol:* The sale, service and consumption of alcohol is prohibited under the terms and conditions of the Concessions Contract.

E) Human Resource Management

- (1) Employee Hiring Procedures
- (a) Staffing Requirements. The Concessioner must hire a sufficient number of employees to ensure satisfactory visitor services throughout the operating season. The Concessioner must attempt to offer its employees a full workweek whenever possible. Prior to employment, the Concessioner must inform employees of salary, schedules, holiday pay, overtime requirements, and the possibility that less-than-full-time employment may occur during slow periods.
 - (b) Drug-free Awareness and Testing Program. The Concessioner must provide its employees with a statement of its policies regarding drug and alcohol abuse and conduct educational program(s) for its employees to deter drug and alcohol abuse. The Concessioner must require any employee who is in a safety-sensitive position such as a bus driver to participate as appropriate in pre-employment and random drug testing. The Concessioner must make results of drug testing available to the Service upon request.
 - (c) Background Checks. The Concessioner must ensure that appropriate background checks are performed on all employee hires as appropriate for the position. These may include: wants/warrants check, local criminal history check, federal criminal records check, national multi-jurisdictional database and sexual offender search, social security number trace, and driving history check. The Concessioner must not hire an employee with any active wants or warrants (current fugitive from justice). The Concessioner must make available, upon request, the type and status of background investigations conducted on employees to the Chief Ranger's Office. Prospective employees must be made aware in advance of hire that this information may be made available to the Service.
 - (d) Driver Requirements. Drivers of Concessioner-owned vehicles used in operations under the Contract must have a valid state operator's license for the size and class of vehicle driven. Drivers must also meet all U.S. Department of Transportation requirements and any additional Maine State Police requirements established for the type of vehicle driven or number of passengers carried.

- (e) Service Employees. The Concessioner may not employ in any status a Service employee, his or her spouse, or a minor child without the Service's written approval. The Concessioner may not employ in any status the spouse or children of the Superintendent, Deputy Superintendent, Administrative Officer, Concessions Specialist, or Safety Officer.
- (f) Employee Identification and Appearance. The Concessioner must issue each employee an employee photo identification card that includes, at a minimum, his or her name and an expiration date. The Concessioner must collect these identification cards upon termination of employment or at the end of the season. The Concessioner must establish a uniform standard of attire for employees. The uniform standard of attire for employees requires written prior approval from the Superintendent.
- (2) Training. The Concessioner must provide and maintain records of appropriate training as set forth below and must provide those records to the Service upon request.
- (a) Manuals. The Concessioner must develop written training materials for its employees.
- (b) Concessions Management and Area-Specific Training. The Concessioner must orient its managers to Service evaluation standards and rate policies, as outlined in the Concessions Management Guidelines. The Concessioner must provide Area-specific training to all employees. Examples of topics to be addressed include: information on other recreational activities in the Park and surrounding area, other visitor facilities/services in addition to the Concessioner's; geology, flora, and fauna and other related topics such marine and terrestrial ecology; history of the Park and surrounding area, including Federally recognized tribes; and Leave No Trace ethics.
- (c) Interpretive Training. The Concessioner must provide employee orientation and training and must inform employees of Area regulations and requirements that govern their activities while working in Acadia National Park. The Concessioner must provide or make available interpretive training for all employees who provide interpretive and/or informational services. The Service will work closely with the Concessioner to refine the methods of preparing and presenting effective interpretive tour narrative. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of interpretive presentations to park themes. The Concessioner must provide formal hospitality training for employees who have direct visitor contact and/or provide visitor information.
- (d) Safety. The Concessioner must train its employees annually according to the training requirements in its Risk Management Program.
- (e) Job Training. The Concessioner must provide appropriate job training to each employee prior to duty assignments and working with the public. Training must include the following in addition to job-specific skills:
- The Concessioner will train employees in the proper operation of any system used by the Concessioner to facilitate accessibility for persons with disabilities.
 - Environmental Training. The Concessioner must provide environmental training to all employees according to its Environmental Management Program.
- (3) Employee Handbook. The Concessioner must develop and provide all employees with its employee handbook articulating the policies and regulations of the Concessioner and the Service. The Concessioner must provide a copy of the handbook to the Service within 60 days after the effective date of the Contract and must forward an updated copy to the Service in the event the handbook is revised.

5) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Service Minimum Requirements

The Concessioner must provide all services in a consistent, environmentally-sensitive and high-quality manner and must operate in accordance with the operating standards as defined in the Service's Concessioner Operational Performance Standards. The applicable Service standards, *Guided Land Tours*, specify the minimum operating standards that the Concessioner must meet in providing the required services under the Contract. This Contract (including Exhibits) presents Area-specific requirements,

additions, and exceptions to these standards. Where there are conflicts between the standards and the requirements in the Contract (including Exhibits), the Contract (including Exhibits) requirements prevail.

B) Narrated Interpretive Bus Tour Operations

- (1) Number of Tour Buses in Fleet
 - (a) The Concessioner must operate a minimum of 3 buses.
- (2) Length, Width, and Height Restrictions
 - (a) Length. The Concessioner's tour buses may be no longer than 38 feet from front bumper to rear bumper.
 - (b) Width. The Concessioner's tour buses may be no wider than 8 feet (excluding mirrors).
 - (c) Height. The Concessioner's tour buses may be no taller than 11 feet 8 inches.
- (3) Other Minimum Bus Requirements
 - (a) At least three buses in the fleet must have a passenger capacity of no fewer than 20 seated passengers and no more than 36 seated passengers. Additional vehicles may have smaller passenger capacities.
 - (b) All buses must be capable of safely ascending and descending Cadillac Mountain Road.
 - (c) All vehicles used to operate under the Draft Contract must meet accessibility standards, with the result being that a person with a disability must have as equal an opportunity to benefit from the Concessioner's services as a person without a disability.

The Service understands the applicable standard for vehicles with capacity of 8 or more passengers, as of the effective date of the Contract, to be that when an operator purchases or leases a new vehicle, it must ensure that the vehicle is readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs.

The Concessioner is responsible for staying current with accessibility standards throughout the term of the Contract.
 - (d) The Concessioner must recognize mobility scooters as ADA equipment and accommodate them as such. The Concessioner must immediately communicate to the Service any difficulties experienced by a visitor using this lift equipment. "Bus electrical equipment must be able to operate when its engine is stopped and when the vehicle is stopped for any length of time.
 - (e) Buses must be fuel efficient, operate on clean burning fuel or a hybrid electric system, and/or use biodiesel fuel.
 - (f) The Concessioner must provide child safety seats.
 - (g) Smoking is not permitted on buses or within 15 feet of buses.
- (4) Maintenance Activities
 - (a) The Concessioner has sole responsibility to maintain and repair vehicles and all equipment necessary for operations.
 - (b) The Concessioner must carry out general preventive and cyclic maintenance and emergency repair in a timely manner to ensure that all vehicles are in a safe operating condition, achieve the basic goals described in the Guided Land Tour Periodic Evaluation and the Annual Overall Rating, and comply with all applicable vehicle codes, and regulations.
 - (c) All non-emergency repair and maintenance must take place outside of Area boundaries.
 - (d) The Concessioner must ensure that all vehicles are cleaned daily.
- (5) Prohibited Access Roads (Vehicles with a passenger capacity of 16 or more)

With limited exceptions, unless approved in advance, Concessioner vehicles with a passenger capacity of 16 or more persons are prohibited from entering or exiting Acadia National Park via West Street Extension, Stanley Brook Road, Sargeant Drive, Jordan Pond Road, Great Meadow Drive, Kebo Street, Lighthouse Road and Schooner Head Road. Concessioner vehicles may exit the Park by Otter Cliff Road but may not enter the Park this way.
- (6) Restrictions

- (a) The Service may limit the number of buses and/or number of passengers delivered to a Park location based on Park management objectives, including providing a high-quality visitor experience and protecting Park resources. Carrying capacities for key Park locations are addressed in the Final Transportation Plan (March 2019).
- (b) Buses are limited to paved roads and paved parking lots with the exception of Stable Lane, which is the gravel access road to Wildwood Stables.
- (c) Buses are prohibited from the following areas:
 - Southern end of Schooner Head Road;
 - Bubble Pond parking lot;
 - Bubble Rock parking lot;
 - Jordan Pond south and north parking lots;
 - Sand Beach parking lots; and
 - Schoodic District on the Schoodic Peninsula.
- (7) *Vehicle Stopping and Standing.* Stopping and standing in the right lane is permitted from Bear Brook Picnic Area to the end of the one-way section of the Park Loop Road at Stanley Brook Road junction. Except as noted below, loading and unloading passengers is prohibited.
- (8) Bus Parking Restrictions
 - (a) Concessioner buses may not park, load or unload passengers in designated Island Explorer designated spaces. Concessioner buses are required to park in designated bus parking spaces not otherwise assigned.
 - (b) Park Loop Road
 - Loading and unloading passengers is permitted only at paved pull-outs and in designated bus parking spaces listed in this section.
 - All wheels must remain on the paved area of the roadway or pull-out.
 - (c) Cadillac Mountain
 - *Currently there is a bus parking zone that will accommodate approximately 5 buses* Bus parking allocations will be determined as part of the implementation of the Final Transportation Plan.
 - Commercial access to key locations and parking will be managed to ensure desired conditions are maintained and will be developed as part of the implementation of the Final Transportation Plan.
 - (d) Thunder Hole
 - Currently Concessioner buses are required to park, load and unload in designated bus parking spaces not otherwise assigned.
 - Bus parking allocations will be determined as part of the implementation of the Final Transportation Plan. Commercial access to key locations and parking will be managed to ensure desired conditions are maintained and will be developed as part of the implementation of the Final Transportation Plan.
 - (e) Jordan Pond House Restaurant and Gift Shop
 - Concessioner buses must park in designated bus parking spaces not otherwise assigned.
 - Concession bus parking at the South Lot designated bus parking spaces requires coordination with the existing Jordan Pond House concessioner.
 - Designated concession bus parking is available at the Jordan Pond Restaurant
- (9) Stopping Without Loading and Unloading of Passengers is Permitted at the Following Locations
Concessioner vehicles may stop, but may not load or unload passengers, at the following locations:

- (a) The right lane of Park Loop Road between the Bear Brook Picnic Area and the Stanley Brook Road, unless otherwise posted; and
 - (b) Paved pull-outs throughout Acadia National Park.
- (10) Engine Idling and Safety
- (a) Engine idling is prohibited throughout Acadia National Park. Bus engines must be turned off as soon as passenger-unloading is complete, even if air conditioning is engaged.
 - (b) Stopping or parking in an area that creates an impediment to vehicle movement (especially emergency vehicles) or endangers pedestrian traffic is prohibited.
 - (c) Motorists must safely share the road with bicyclists, mopeds, and pedestrians, and must give at least 3 feet clearance when passing bicyclists, mopeds and pedestrians.
 - (d) Bus drivers must be particularly careful at crosswalks, especially where horses and carriages may be located.
 - (e) Bus drivers must obey all posted speed limits.
- (11) Additional Areas Authorized for Loading and Unloading of Passengers (when applicable)
- (a) Regional Chamber of Commerce - Island Information Center at Thompson Island designated bus parking;
 - (b) Hulls Cove Visitor Center designated bus parking;
 - (c) Sieur de Monts designated bus parking;
 - (d) Right Lane of Park Loop Road between the Sand Beach Entrance Station and the entrance to the Sand Beach parking lot;
 - (e) Thunder Hole designated bus parking spaces on the Park Loop Road;
 - (f) Fabbri Picnic Area designated bus parking space;
 - (g) Fabbri Memorial pull-out;
 - (h) Otter Cove Causeway; Right Lane of Park Loop Road;
 - (i) The pull-outs between Otter Cove and Wildwood Stables;
 - (j) Wildwood Stables (as approved by the existing concessioner for Wildwood Stables);
 - (k) Jordan Pond House Restaurant designated concession bus parking;
 - (l) Cadillac Summit designated bus parking zone; and
 - (m) Seawall roadside parking.

C) Scope and Quality of Service

- (1) All services are to be provided in a consistent, high-quality manner. Service standards provided by the Service Guided Land Tour Evaluation are considered minimums. The Concessioner is expected to make every effort to exceed these standards. The Concessioner must monitor its operations to assure that quality standards are met.
- (2) All in-person arrangements for tours will take place outside the boundaries of Acadia National Park. The size of the tour group will be determined at the Concessioner's base of operations before the tour departs. No persons will be allowed to join a tour in progress. No solicitation for participation in current or future tours may take place at any location within the boundaries of Acadia National Park. Walk-up inquirers should be referred to an address outside the boundaries of Acadia National Park or an information or reservation telephone number.
- (3) The following minimum operating requirements are established:
 - (a) The Concessioner must provide live narrated interpretive bus tours. The Concessioner must not use recorded narrated programs.
 - (b) Buses must be equipped with an audio speaker device and appropriate equipment suitable for communicating interpretive messages, as approved by the National Park Service, throughout the passenger areas during the course of the entire tour.

- (c) The Concessioner must make available a written transcript of interpretive messages in English, French, German, and Spanish for persons who are hearing impaired and a large-print transcript for persons who are visually impaired.
- (d) If the bus operator is also responsible for delivering interpretive information during the tour, the audio equipment must be so constructed as to allow the operator's voice to be amplified without the use of a hand-held microphone.
- (e) All buses must be accessible to persons with disabilities. All buses in the fleet must be able to accommodate passengers in wheelchairs.

D) Concession Franchise Fees and Area Entrance Fees

- (1) Concession Franchise fees are submitted electronically and are due each month by the 15th day based on the preceding months gross receipts received for both required and authorized services conducted within the Area.
- (2) For the narrated interpretive bus tours entering the Area, the purchase of the Area Entrance fee based on the vehicle manufactured design is required to be paid by Concessioner either at the Hulls Cove Visitor Center or Sand Beach Entrance Station. The purchase of the Area Entrance Fee is required before accessing the Cadillac Mountain Summit Road.
- (3) For transportation services entering the Area, the Concessioner must pay the applicable Area Entrance Fee.
- (4) Concessioner may pass the Area Entrance Fee through to its customers, but will not include the Area Entrance Fee amount in its gross receipts.

6) ENVIRONMENTAL AUDITS, INSPECTIONS AND PROGRAMS

A) Environmental Audit

The Service's Environmental Audit Program evaluates concessioner operations, compliance with all Applicable Laws, including without limitation, environmental requirements, implementation of best management practices, and awareness and accountability for environmental management.

B) Concessioner Environmental Inspections

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

C) Environmental Management Program

The Environmental Management Program (EMP) standards (See Appendix C) define Service minimum requirements for concessioner Environmental Management Programs in accordance with Service policy. The EMP is the management system the concessioner develops and implements to address the environmental management aspects of its operations. Concessioners are independently responsible for developing and implementing an EMP of adequate scope and content to comply with all Applicable Laws and to provide for the protection of the environment, irrespective of these EMP standards. For more information the concessioner should refer to the following link: [Environmental Management Program Standards \(nps.gov\)](#)

The Concessioner's Environmental Management Program will address at a minimum, the following elements:

- (1) Environmental Management Program Scope;
- (2) Responsibility and Accountability;
- (3) Training;
- (4) Documentation and Operational Controls;
- (5) Communications;
- (6) Reporting;

- (7) Monitoring, Measurement, and Corrective Action; and
- (8) Other Contract Requirements.

7) RISK MANAGEMENT PROGRAM

A) Risk Management Program

The Concessioner must develop, maintain, and implement a Concessioner Risk Management Program that is in accordance with the Service's Risk Management Program (See Appendix D). The Concessioner must submit an initial Risk Management Program to the Service within 60 days of the effective date of this Contract and resubmit the plan for review by the Service annually. The Concessioner must update its Risk Management Program to ensure compliance with Applicable Laws and to respond to feedback provided by the Service. For more information the concessioner should refer to the following link: [Risk Management - Concessions \(U.S. National Park Service\) \(nps.gov\)](#)

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

- (1) Risk Management Program Scope;
- (2) Responsibility and Accountability;
- (3) Training;
- (4) Documentation and Operational Controls;
- (5) Communication;
- (6) Reporting;
- (7) Inspections and Corrective Action;
- (8) Hazard Incident Investigations and Abatement;
- (9) Management Review; and
- (10) Other Contract Requirements.

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

B) Possession of Firearms

- (1) The Concessioner is responsible for posting current state and federal firearms laws on each vehicle and providing that information to all passengers. The Concessioner may ask for language from the Service if clarification is needed.
- (2) Concessioner employees shall not possess firearms while on duty.

8) PROTECTION AND EMERGENCY SERVICES

A) Law Enforcement & Security

- (1) *Service*
 - (a) The Service provides primary visitor protection within the park, including responding to emergencies involving public safety, civil disturbances, and violations of the law, in conjunction with concurrent jurisdiction and general agreement between the Service and associated local city, county and state law enforcement agencies.
- (2) *Concessioner Personnel*. Concessioner-employed security personnel have only the authority of private citizens in their interaction with Area visitors. They have no authority to take law enforcement action.

- (a) The Concessioner must immediately report to the Service any observed violations of the law.

B) Emergencies

- (1) Within the Area the Service will be the primary responder for emergency medical situations.
- (2) *Emergency Reporting Procedures.* The Concessioner and its employees must be trained in proper emergency reporting procedures and must be instructed to provide essential information, e.g. a call back number at their location. The Service's Dispatch Center may dispatch park rangers and emergency personnel. Any injury sustained by a visitor or employee and all medical emergencies must be immediately reported to the Service. The following Acadia National Park Dispatch Office numbers must be made available to all employees and posted at appropriate locations.
- (a) Emergencies: 911
- (b) Non-emergencies (Service Dispatch): 207-288-8791
- (3) *Training.* The Concessioner is encouraged to allow all employees to attend emergency response and CPR training. The Concessioner is required to have, at a minimum, one employee on each bus with valid certifications in CPR, first-aid, AED, and bloodborne pathogen training. Documentation of current training must be submitted to the Concessions Management Specialist. The Concessioner must have an AED on board each bus.
- (a) The Concessioner must train and equip personnel for evacuation of employees and visitors. Evacuation plans must be posted in public areas for emergencies.

9) PUBLIC RELATIONS

A) Required Notices

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

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

Please address comments to: Superintendent
Acadia National Park
P.O. Box 177
Bar Harbor, ME 04609
ACAD_Concessions@nps.gov

"This service is operated in an area under the jurisdiction of the U.S. Department of the Interior. No discrimination by segregation or other means in the furnishing of accommodations, facilities, services, or privileges on the basis of race, creed, color, ancestry, sex, age, disabling condition, or national origin is permitted. Violations of this prohibition are punishable by fine, imprisonment, or both."

B) Public Statements

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

C) Advertisements and Promotional Material

- (1) Promotional Material
- (a) Approval. The Concessioner must obtain Service approval for any promotional material prior to its use or publication.

- (b) Changes. The Concessioner must submit all promotional media (including websites) changes to the Service for review **at least 30 days prior to projected need** or printing dates. The Service will make every effort to respond to minor changes to brochure and other media within 15 days.
- (c) Websites. The Concessioner must provide accurate, up to date information to the Service in order to provide links from the Service website to the Concessioner's website.
- (2) Statements
 - (a) Advertisements must include a statement that the Concessioner is authorized by the Service and the Department of the Interior to serve the public within the Area.
 - (b) Advertisements for employment must state that the company is an equal opportunity employer.
- (3) Social Media. The Concessioner may use Facebook, Twitter or other social media outlets. The Concessioner must provide the layout and general content of the social media site for approval **at least 10 days prior** to making the site accessible to the public. The Concessioner must use the following Service-approved language in the description of the Concessioner on social media sites:

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

- (a) Postings, Comments, Photos and Other Social Media Content. Content must be accurate, professional, and relevant to the concession operation or Area. Content containing general information about the Area, Concessioner or the nearby communities does not require pre-approval by the Service. The Concessioner must monitor content and comments posted by visitors to the page and remove any content that is inaccurate, offensive or irrelevant. All social media content is subject to review by the Service and the Concessioner must remove postings upon request of the Service.
- (b) The Service must approve advertising and promotional content for social media sites if different from previously approved for other media.
- (4) Use of National Park Service Authorized Concessioner Mark (Mark)
 - (a) The Service has an approved Mark it allows concessioners to use to advertise the official relationship between the Service and the Concessioner. The Mark consists of the official NPS Arrowhead and the words "Authorized Concessioner."
 - (b) Authorized Users. The Concessioner is authorized to use the Mark at the start of the Contract in accordance with the approval procedures below. The Concessioner must have received a superior, satisfactory or marginal rating in the previous Annual Overall Rating to use the Mark following the first year of the Contract.
 - (c) Authorized Uses of the Mark. The Concessioner may use the Mark in publications, written advertising, brochures, web-based information, interpretive materials, broadcasts (television, film or other audio/visual), associated with required or authorized services; facility signs designed, constructed, or commissioned for official Concessioner functions or purposes; and signs placed on buses.
 - (d) Prohibited Uses of the Mark. The Concessioner may not use the Mark on merchandise, souvenirs and clothing presented for sale to the public; Concessioner employee uniforms; or Concessioner equipment and transportation equipment.
 - (e) Artwork, Layout and Use. The Concessioner must use the official authorized mark artwork provided by the Service. Layout and use must be in accordance with the Authorized Concessioner Mark Guidelines available on the NPS Commercial Services website under the Concessioner Tools tab.
 - (f) Approval Procedures. The Concessioner must submit a written request to the Service for approval to use the Mark. The submittal must include proposed applications and sample

layouts. The Concessioner may not use the Mark until the Service has approved the request and the Concessioner's proposed layouts in writing.

D) VOLUNTEERS IN THE PARK (VIP) PROGRAM

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

10) REPORTING REQUIREMENTS

A) Concessioner Operational Reports

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

- (1) *Management Listing*. The local General Manager must provide the Service with a list identifying key concession management and supervisory personnel by department with their job titles, and office and emergency phone numbers within 30 days of the Contract effective date, and any significant revisions thereafter.
- (2) Incident Reports
 - (a) Any fatalities or visitor-related incidents which could result in a tort claim to the United States.
 - (b) Any motor vehicle accident resulting in property damage, personal injury, or death as soon as practicable, but within 24 hours of the accident.
 - (c) Any other incident resulting in personal injury requiring more than minor first aid treatment, or property damage exceeding \$500 as soon as possible.
 - (d) Any fires.
 - (e) Any incident that affects Acadia National Park's resources.
 - (f) All suspected or known regulatory or criminal violations as soon as possible.
- (3) *Human Illness Reporting*. The Concessioner must immediately report any suspected outbreak of human illness, whether employees or visitors, to the Service's Dispatch Office at 207-288-8791. A suspected outbreak of human illness is two or more persons with common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.
- (4) Spills.
 - (a) The Concessioner must immediately report hazardous materials spills to the Service dispatch center at 207-288-8791.
 - (b) In addition, within 24 hours, the Concessioner must report spills to each of the following:
 - National Response Center (US Coast Guard): 800-424-8802
 - EPA Region 1, 24-hour hotline: 888-372-7341
 - State and local agencies: Local fire and police response agencies, State Emergency Response Commission: 800-452-8735
 - Maine Department of Environmental Quality Emergency Response Hotline: 207-624-7000 / 800-452-4664 or Maine State Police 207-624-7000 / 800-485-0777
 - State of Maine Department of Human Health and Services: 207-667-1600
- (5) *Certificates of Liability Insurance including Statements and Policies*. The Concessioner must provide annual updated statements, policies, and certificates of liability insurance not later than thirty (30) days after the insurance renewal date(s) and in accordance with the Contract. Copies of the full insurance policies and statements shall be submitted annually to the Service.
- (6) *Survey and Visitor Response Data*. The Concessioner must submit to the Service for review and approval all proposed surveys to be conducted by the Concessioner. These surveys must be approved by the Service in writing prior to their use by the Concessioner. The Concessioner

must provide all customer satisfaction data collected by a third party to the Service **within 14 days** of receipt.

- (7) *Visitor Comments.* The Concessioner must provide tabulated summaries of all visitor comments to the Service by the fifteenth (15th) of the month following the month in which the Concessioner receives them.

B) Operational Reports by Use

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

- (1) Narrated Interpretive Bus Tours including Transportation Services if applicable
- Number of passengers for each type of tour
 - Number of trips for each type of tour
 - Breakdown of daily ridership totals for each departure time.
 - Total number of tickets sold per month and year, broken down by the type of ticket sold (adult, child, senior, etc.)
 - Number of passengers receiving rate discounts, broken down by discount category and corresponding rate applied
 - Monthly prevailing rates for all passenger classes
 - Counts or estimates of 'Turn away' demand during the month, times, dates, and locations
 - Number of trips canceled, dates and times of cancellations, and reason for cancellation

C) Concessioner Financial Reports

- (1) In addition to the Annual Financial Report (AFR) required in the Draft Contract, the Concessioner must report on the franchise fee deposit made from the preceding month. This monthly franchise fee deposit report is due the **15th of the month**. Reporting documentation must include a copy of the electronic confirmation identifying the account and the amount transferred (electronic deposits are required per Section 5(b)(2) of the Contract).
- (2) *Revenue Reporting.* The Concessioner must include in its monthly reporting the following revenue breakdown:
- Monthly revenue earned from "in-park" scheduled, chartered, and shore excursion narrative interpretive bus tours
 - Monthly revenue earned from "in-park" charter and shore excursion tours
 - Total monthly revenue for "in-park" operations subject to concession franchise fee
 - Monthly revenue not subject to concession franchise fee because it was earned for out-of-park components of a shore excursion or other charter tour

D) Summary of Initial and Recurring Due Dates

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

SUMMARY

INITIAL AND RECURRING DUE DATES

Title	Schedule	Due Date	Reference
Risk Management and Environmental Programs	Initial/ Annually	Within 60 days of the effective date of the Contract; updates due by December 31 of each year	Operating Plan, Sec. 7 A) and Sec. 6 C)
Employee Handbook	Annually	Within 60 days after the effective date of the	Operating Plan, Sec. 4 E)(3)

Title	Schedule	Due Date	Reference
		Contract, and when updates are made	
Annual Financial Report	Annually	Not later than 60 days after the last day of the Concessioner's fiscal year	Contract, Sec. 7 (b)
Schedule of Operations	Initial/ Annually	Within 30 days of the effective date of the Contract, annually by October 1, and 60 days prior to implementation of any proposed changes	Operating Plan, Sec. 4 A)(3)
Pre-Season Meeting	Annually	March 1	Operating Plan, Sec. 4 A)(9)
Post-Season Meeting	Annually	December 1	Operating Plan, Sec. 4 A)(9)
Annual Overall Rating	Annually	April 1	Operating Plan, Sec. 4 C)(3)
Management Listing	Annually	When significant changes occur	Operating Plan, Sec. 11 A)(1)
Certificates of Liability Insurance including policies	Annually	On effective date and annually thereafter	Contract, Sec. 6
Operational Reports	Annually/ Monthly	February 1 of each year and by the 15 th day of the following month	Operating Plan, Sec. 11 B)(1)
Interpretive Script	Annually	60 days prior to conducting tours and updates due by March 1	Operating Plan. Sec 4 D)(4)
Franchise Fee	Monthly	By the 15 th day after the last day of each month of operation	Contract, Sec. 5 (b)
Visitor Comments	Monthly	Within 15 days after the end of each month	Operating Plan, Sec. 4 D)(4)
Promotional Material	As Necessary	At least 30 days prior to projected need	Operating Plan, Sec. 9 C)(1)
Survey/Visitor Response Data	As Provided	Within 14 days of receipt	Operating Plan, Sec. 11 A)(6)
Inventory of all waste streams	Annually	December 1st	Addendum 1 of Contract Sec. 4 (a)
Inventory of hazardous chemicals used and stored	As Necessary Monthly / Annually	Monthly when applicable the 15 th of the month and at least annually by December 1st	Addendum 1 of Contract Sec. 4 (a)

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

Effective _____, 20__