

EXHIBIT A

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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) RESPONSIBILITIES

A) Concessioner

- (1) **Managers and Supervisors:** The Concessioner directs this concession operation. The Concessioner must employ an on-site manager to carry out the policies and directives of the Service as well as those of the Concessioner in the operation of the Concessions Facilities and Services within the Area. To achieve an effective working relationship between the Concessioner and the Service, the Concessioner must designate one representative who has full authority to act as a liaison in all concession matters within the Area.
- (2) **Staff:** The on-site manager must employ a staff with the expertise to operate all services under the Contract.
- (3) **Organizational Structure:** The on-site manager must furnish the Service with an initial list identifying key concession management and supervisory personnel, their names, job titles, email addresses, phone numbers (both work and mobile, if applicable) with updates as changes occur.
- (4) **Communication and Meeting:** The Concessioner must meet with the Service monthly, including a meeting prior to commencing services each spring and a "Year-in-review" meeting in the fall. The parties will work together to schedule the required meetings.

B) Service

- (1) **Superintendent:** The Superintendent manages the total park operation, including concession operations. The Superintendent carries out the policies and directives of the Service, including oversight of concession contracts. Through staff representatives, the Superintendent reviews, supervises, and coordinates concession activities within Acadia National Park.
- (2) **Concessions Management:** The Concessions Management Specialist monitors concession contract compliance that includes, but is not limited to, (a) evaluating all concession operations and services, and (b) reviewing and authorizing all rates, advertisements, improvements to facilities, insurance and construction.
- (3) **Public Health Program:** The United States Public Health Service representative inspects water and wastewater systems to ensure adherence to all applicable public health standards.

3) GENERAL OPERATING PLANS AND REQUIREMENTS

A) Concession Operations

- (1) *Operational Evaluations and Inspections*
 - (a) The Service and the Concessioner will jointly inspect and monitor Concession Facilities. The Service will evaluate the Concessioner's facilities and operations at least twice during the operating season. The evaluation will include a review of tours and facilities operated by the Concessioner to identify maintenance and operating deficiencies.

- (b) The Superintendent's representatives will conduct periodic evaluation of Concessioner facilities and services to ensure conformance to operational standards established by the Service. Concessioner managers will be contacted in advance of the evaluations and inspections to allow a representative of the Concessioner to accompany the Service evaluator. In addition, the Service may also conduct unannounced evaluations and inspections.
 - (c) The Concessioner must develop and follow a comprehensive risk management and environmental management safety program, as described further in articles V and VI below. The Service will make at least one unannounced inspection to evaluate the risk management and environmental management safety program.
 - (d) The Service reserves the right, in accordance with the Contract, to enter the Concessioner's land assignment, including any facilities, at any reasonable time for inspections or when otherwise deemed necessary by the Service.
 - (e) The Concessioner must be responsive to dates assigned for correction of deficiencies or abatement plans.
- (2) *Rates*
- (a) The Concessioner must provide its visitor services at rates approved by the Service. Annual requests for rate changes for tours, services and sale items subject to the conditions of the contract must be submitted by March 1 of each year. The Concessioner must supply comparability data to support proposed rates at the time approval is requested.
 - (b) The Service will approve, disapprove, or adjust rates within 45 business days of the rate request submittal. If a longer response period is needed, the Service will contact the Concessioner and negotiate a response date.
 - (c) The Concessioner must prominently post all rates for goods and services provided to the visiting public.
- (3) *Schedule of Operations*
- (a) The Concessioner must operate its facilities within the Area seven days per week from the Saturday of Memorial Day Weekend through the second Monday of October. In response to the Concessioner's written request, the Superintendent may authorize in writing an earlier opening date, a later closing date, or both. Daily hours of operation will be subject to review and approval by the Superintendent.
 - (b) The Concessioner must present proposed opening and closing dates, as well as daily hours of operation, for the upcoming season to the Superintendent in writing for approval by January 1 of each year.
 - (c) During the first year of the Contract, the Day Mountain Bridge that provides access to the historic carriage road is closed from May 1, 2024, through July 1, 2024 while the Service repairs the bridge.
 - (d) Prior to start of operations the first year of the Contract, the Concessioner will have limited access to the barn, including the office, while the Service rehabilitates the barn floor, which the Service expects to complete by May 1, 2024.
- (4) *Reservation System*
- (a) Beginning on first business day in January and continuing through the second Monday of October of each year, the Concessioner must accept reservations and deposits for carriage tours and other services provided to the public under the Contract during that year's operating season by phone, facsimile, online (i.e., over the Internet), and other technologies readily available within the marketplace.
 - (b) The conditions and procedures for reservations must be clearly stated on any brochures or publicity materials distributed by the Concessioner.
 - (c) Any deposit and reservation system is subject to review and approval by the Superintendent.
 - (d) The Concessioner must provide the Service with a tour-cancellation policy by the first business day in January prior to the operating season.

- (e) The tour-cancellation policy must include, but is not limited to, cancellations due to staffing shortages, equipment problems, and weather.
 - (f) The Concessioner must ensure that commercial groups do not reserve more than 50% of daily reservations. The Service may adjust, at its discretion, the daily allocation of reservations to meet public demand.
- (5) *Staffing and Employment*
- (a) There is no Service-provided housing on site at Wildwood Stables. The Concessioner may provide temporary employee housing on site. This temporary housing must have prior Superintendent approval.
 - (b) Concessioner employees shall not possess firearms while on duty. The Superintendent, in his or her sole discretion, may grant exceptions to this prohibition upon consideration of a written request from the Concessioner's general manager with a thorough explanation of the basis of the request. The Superintendent's response to the Concessioner shall be in writing.
 - (c) Service employees and their families may work for the Concessioner only after the Service's designated Ethics Officer has determined, in accordance with applicable Department of Interior policies and procedures, that no conflict of interest exists and has provided written approval. In order to obtain the required determination, the Service must submit a written request for approval to ethicsoffice@nps.gov.
 - (d) The Concessioner must allow its employees to participate in the Park's Volunteers in the Park (VIP) program during off-duty hours.
 - (e) 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.
 - (f) The Concessioner and its employees must comply with all designations, closures, permit requirements, and other restrictions contained in the Superintendent's Compendium, which is compiled under 36 C.F.R. § 1.7(b) and which is available here: <https://www.nps.gov/acad/learn/management/sc.htm>
 - (g) The Concessioner must provide employee orientation and training and must inform employees of Park regulations and requirements that affect their employment and activities while residing and working in Acadia National Park. A Service representative may participate in scheduled orientation and training sessions.
 - (h) The Concessioner must facilitate interpretive training for all employees who have contact with the public. The Service will work closely with the Concessioner to refine the methods of preparing and conducting effective interpretive programs. The Service will evaluate interpretive visitor services to ensure appropriateness, accuracy, and the relationship of Concessioner interpretive presentations to Park themes.

4) SPECIFIC OPERATING STANDARDS AND REQUIREMENTS

A) Required Visitor Services - Concessioner

- (1) *Carriage Rides including Interpretive Narrated Tours along the Historic Carriage Road System*
- (a) The minimum number of tours must be six (6) per day, weather permitting. The Concessioner may reduce the frequency of carriage tours to meet the lesser demand subject to written approval by the Superintendent.
 - (b) The minimum tour requirement is one hour. The concessioner must provide and display a map indicating the route for each type of service or tour offered.
 - (c) Tour routes must be submitted to the Superintendent for approval and any change to the tour route requires prior approval by the Superintendent.
 - (d) Carriage ride tour routes may intersect paved motor roads. The Concessioner shall not damage any part of the paved motor road through operations and maintenance. The concessioner must cross all roads safely.

- (e) Any Concessioner-led tour stop at the Cobblestone Bridge must leave enough space for a vehicle to safely pass while horses and carriages are stopped.
 - (f) Carriages may carry no more than fourteen (14) passengers, including concession staff. The carriage, when empty, may not weigh more than 2,000 pounds. Hay-wagon-type vehicles are prohibited.
 - (g) Carriage ride tours and private charters must provide reasonable accommodations for visitors with disabilities, consistent with applicable law.
 - (h) The types of carriages used are subject to the prior written approval of the Superintendent. All carriages must be consistent with the historical intent of the historic carriage road system, which utilized single horse buggies to "four in hand" carriages, and small "buckboards."
 - (i) The carriages must be safe, uniform in appearance, conservatively painted with conventional or buckboard type seating. Carriage surface finish must be traditional with subdued earth-tones or natural wood finish. Every carriage must be equipped with hydraulic brakes and must be either cut-under models or full fifth-wheel coupling models for safety.
 - (j) Private Charter: Private charters may be permissible so long as they do not interfere with the public tour schedule. In addition, private charters do not count towards the minimum number of tours to be offered in any given day. Private charters generally may not exceed three hours; however, the Superintendent may, on a case-by-case basis, permit longer trips as long as animal-welfare concerns are adequately addressed.
- (2) *Overnight and Day Use Equestrian Services*
- (a) The Concessioner must provide temporary boarding services to include equine stabling, vehicle parking, water for horses, and one bag of wood shavings.
 - (b) Day use services must include parking, loading, and unloading area, and water for horses. Hay and wood shavings must be made available for purchase.
 - (c) The Concessioner must operate the nine-site campground only for campers arriving with privately owned horses. The Concessioner must comply with Superintendent's Compendium (2023), which states that no person may camp in the park for more than a combined total of 14 nights between the Friday of Memorial Day Weekend through Columbus Day. The Concessioner will limit camping to 30 days in a calendar year.
 - (d) Vaccination Certificates: The Concessioner must receive certification of vaccinations, complying with State of Maine Department of Agriculture regulations, for guest horses entering the Area.
- (3) *Interpretive Services and Wayside Exhibits*
- (a) The Concessioner must provide an oral interpretive narrative with all public carriage ride tours.
 - (b) The Superintendent must approve the content of all interpretive narratives before they are delivered to the public.
 - (c) The Service will evaluate the narrated carriage tours as part of the Concessioner's operational performance to ensure appropriateness, accuracy, and the relationship of the narration to park themes.
 - (d) The Concessioner must prepare a written transcript of the oral interpretive narrative in English, Spanish, French, and German and must make it available for persons who are hearing impaired, as well as in large print for the visually impaired.
 - (e) The Concessioner must consult with Division of Visitor Engagement and Education, Acadia National Park in the development of an interpretive program.
 - (f) The Concessioner must work collaboratively with all Service representatives to enhance the interpretation of Acadia National Park.
 - (g) All Concessioner employees in contact with the public must be trained and able to effectively communicate to the public an understanding of the history of the carriage roads and basic park rules and regulations.

- (h) The Concessioner must provide a copy of “Mr. Rockefeller’s Roads” to employees as required reading, along with a copy of Acadia National Park’s Foundation document. This document may be found at:
https://www.nps.gov/acad/learn/management/upload/ACAD_FD_2016_508-2017.pdf
 - (i) Before each tour, the Concessioner must provide an opportunity for visitors to become familiar with the horses used in the carriage tour operation. This pre-tour waiting period may also be an opportunity to give an overview of what to expect once the ride begins, to discuss native flora, and to answer questions.
 - (k) In consultation with the Service, the Concessioner must implement an ongoing visitor education program to help protect park resources.
 - (l) Wayside Interpretive Services: In addition to personal interpretation, the Concessioner must actively pursue a wayside interpretive program. The Concessioner is required to consult with the Service and explore a wide array of avenues for conveying interpretive messages to visitors on park-related themes and topics such as resource protection, appreciation of park values, and Service goals.
- (4) *Solid Waste Removal*
- (a) The Concessioner must remove solid waste from its operations, including manure, and dispose of it properly and maintain wildlife-proof receptacles during the operating season.
 - (b) The Concessioner must ensure that solid waste does not accumulate, become unsightly, cause offensive odor, or become an attractant to wild animals.

B) Authorized Visitor Services - Concessioner

- (1) The Concessioner may sell water, other non-alcoholic beverages, and snacks. The Superintendent must approve all items before the Concessioner offers them for sale. Before any vending machine is installed, the Superintendent must approve the location and number of the machine and the items offered for sale.
- (2) The Concessioner may sell other items of merchandise reasonably related to its required or authorized visitor services, including visitor convenience items such as carriage ride souvenirs, sunglasses, and sunblock. The Superintendent must approve all items of merchandise before the Concessioner offers them for sale.
- (3) The Concessioner may sell guidebooks and maps reasonably related to its required or authorized visitor services. The Superintendent must approve all guidebooks and maps before the Concessioner offers them for sale.
- (4) If the concessioner wishes to offer tours on the park-adjacent historic carriage roads owned by the Land and Garden Preserve, the Concessioner must have an agreement with the Land and Garden Preserve

C) Hay Loft Storage

- (1) The Concessioner may use the second level (hay loft area) of the Wildwood Stables Barn ‘Barn’ for the storage of hay and shavings. In doing so, the Concessioner must comply with all local, state, and federal safety standards. The second level space of the Barn is approximately 10,220 cubic feet.
- (2) The Concessioner may not use the third level of the Wildwood Stables Barn area for storage.
- (3) The Service shall provide the load limit prior to occupancy, as certified by a licensed engineer.

D) The Scope and Quality of the Service

- (1) The Concessioner must provide all services in a consistent and quality manner.
- (2) The Concessioner must monitor its operations to ensure that quality standards are met.
- (3) The Concessioner must license all vehicular equipment used in its operations in accordance with applicable federal and state law; must maintain all vehicular equipment in safe operating condition; and must operate all vehicular equipment safely and in accordance with applicable federal and state law. The Service’s regulations governing vehicles and traffic safety are found at 36 C.F.R. part 4.

- (4) All services provided by the Concessioner must be made accessible for persons with disabilities.
- (5) During any actual or imminent inclement weather, including but not limited to high winds, heavy rains, and excessive cold or warm temperatures, the Concession manager must exercise sound discretion as to whether or not to reduce, cancel, delay, or reschedule any carriage outing, up to and including canceling the entire day's services. In making such a management decision, employee safety, public safety and livestock welfare must always take precedence over any revenue considerations or inconvenience to the visitor.

E) Equine Stock Care and Tack

(1) *Equine Stock*

- (a) The standard of care of horses must be in accordance with the Service Horse and Mule Operations Standards (10-H&M) and other provisions described below. The Service may, as future circumstances require, revise this standard, and the Concessioner must adhere to all such revisions. The Superintendent may require the Concessioner to provide additional stock should such action be warranted including, but not limited to, overuse of available stock or by increased visitor demand.
- (b) The Concessioner must care for the horses properly to ensure their good health. More specifically, the Concessioner must properly feed and water the horses daily and must provide safe and clean stables and shelters for them in accordance with the Maintenance Plan (Exhibit E).
- (c) The Concessioner must select horses on the basis of good health, sound conditioning, good appearance, and mild disposition.
- (d) The Concessioner must provide to the Service a copy of the certificate of veterinary inspection (CVI) for each horse used in its operations, and the CVI for each horse must be updated on an annual basis. Within 24 hours after the arrival of a new horse in the park, the Concessioner must provide to the Service a copy of the CVI for the horse.
- (e) All horses must be immunized and tested as required by the State of Maine or county authorities. All horses must have a current negative Coggins certificate. Legible copies of the certificates must be provided to the Superintendent, prior to the date horses are to be used in concessions operations.
- (f) The Concessioner must keep current health records and immunization records for each horse and make them available for inspection by the Service upon request.
- (g) The Concessioner must remove from service any horse suffering from illness, injury, or an unsightly but not disabling condition until the animal has recovered.
- (h) When a horse appears ill, the Concessioner must immediately remove it from service, separate it from the group, and notify a licensed veterinarian. The Concessioner may not return the animal to service until a licensed veterinarian has examined and cleared it to work.
- (i) If a horse has an infectious disease, the Concessioner must notify the Concessions Management Office immediately. A quarantine and response plan must be established by the Concessioner.
- (j) Horses must be provided adequate rest and renewal periods. To this end: A horse must never be used on consecutive carriage rides without a rest period of at least one hour between those rides.
- (k) A horse must never be used for carriage rides in excess of four hours in aggregate per day.
- (l) The Concessioner must ensure that horses have free access to water while in the paddock or stalls.
- (m) The Concessioner must remove from use any animals with an unsafe or unpredictable temperament or disposition.
- (n) In the event of the death of a horse, the Concessioner must notify the Concessions Management Office immediately. The Service, at its discretion, may require necropsy of the

horse at the Concessioner's expense. If no necropsy is required, the Concessioner must remove dead horses within 24 hours after death, at the Concessioner's sole expense.

- (o) The Concessioner must maintain all horses in a healthy, sanitary condition and in accordance with all state and county health standards and laws. The horses must be groomed daily. Grooming includes currying, cleaning, brushing, and removing all burrs, dirt, and manure that might create sore spots on a horse's skin. The horses' hooves must be picked and cleaned daily and treated as needed. The mane and tail must be neatly trimmed.
 - (p) The Concessioner must provide for a proper conditioning program for its stock throughout the off season.
- (2) *Tack and Other Equipment for Non-Boarders* –The Concessioner must maintain all equipment and tack in a safe, operable, and clean condition and establish procedures for evaluating equipment and tack condition and properly maintaining it.

F) Utilities

- (1) The Concessioner is responsible for arranging for utility service and paying utility companies for water, electricity, telephone service, solid waste trash removal and manure removal.
- (2) The Concessioner may not place or install trash receptacles on the site without prior approval by the Superintendent.
- (3) The Service will maintain the septic system and leach field, except as provided in provision IV.(F)(4) below.
- (4) The Concessioner must pump the septic tank every two years at the close of the season.

G) Government Furnished Radios and Associated Radio Equipment

- (1) The Service shall provide fully functional government furnished radios along with the associated equipment prior to the operating season and no later than May 1st annually..
- (2) At the end of the operating season, the Concessioner must contact the ACAD Commercial Services Office at (207) 288-8735 to schedule a time and date for the Service to pick up the radios and associated equipment for storage.

H) Government Furnished Automated External Defibrillator (AED) Equipment

- (1) *The Service shall provide a fully functional Automated External Defibrillator (AED) Equipment* prior to the operating season no later than May 1st annually.
- (2) At the end of the operating season, the Concessioner must contact the ACAD Dispatch Office at (207) 288-8791 to schedule a time and date *for the Service to pick up the AED for storage.*

I) Lost and Found

- (1) In the event the Concessioner or its employees find or receive lost property, the Concessioner or its employees must contact the Park's dispatch Office at (207) 288-8791 to notify Park dispatch.
- (2) Park staff shall pick up and secure the item(s) for return or disposition.
- (3) Along with the property itself, the Concessioner must furnish information on where and when the property was found or received and provide the name, email address, mailing address, and telephone number of the finder.

J) Complaints - Comments

- (1) The Concessioner must have a comment card system whereby customers may provide feedback to the Concessioner anonymously.
- (2) The comment card system may be a Concessioner-operated online system, a paper comment card system, or, if the Service so offers, a Service-operated online system.
- (3) Paper comment cards must be readily available to the public through the tour guide after each tour or in the Wildwood Stables Office.
- (4) A summary of responses regarding public feedback must be submitted to the Service by the 15th of each month at the same time that the visitor statistics and concession franchise fees are reported.

- (5) When the Service receives a comment or complaint related to the Concessioner's operations, the Service must forward it unedited to the Concessioner unless the visitor wishes the comment or complaint to remain anonymous, in which case the Service must provide the Concessioner with a copy of the comment or complaint from which the visitor's personally identifiable information (PII) has been redacted. Alternatively, the Service shall provide the Concessioner with a summary of the comment or complaint that does not identify the visitor or contain any PII.
- (6) The Concessioner must investigate and respond in writing to all complaints within 14 days after receipt.
- (7) At the same time that the Concessioner responds in writing to a visitor complaint, the Concessioner must provide a copy of the response to the Superintendent.
- (8) The Concessioner shall also provide the Acadia National Park Concessions Office with copies of visitor letters or comment cards that constitute or include compliments of the Concessioner's operations.
- (9) Visitors may fill out and deposit a comment card in the box located outside of the Wildwood Stables Office or write to:

Superintendent
Acadia National Park
PO Box 177
McFarland Hill Drive
Bar Harbor, ME 04609

- (10) The following notice must be prominently posted at all Concessioner cash registers and payment areas:

This service is operated by [Concessioner], 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. The reasonableness of prices is based on comparability. Prices are approved by the National Park Service based upon prices charged by similar private enterprises outside the Park for similar services with due consideration for appropriate differences in operating conditions.

K) Smoking Policy

- (1) Smoking is not authorized in any concession facilities, including on or in the carriages.
- (2) The Concessioner must post "No Smoking" signs in all public buildings.
- (3) The Concessioner must also post "No Smoking" signs at all entrances to the barn, stalls, and high-fire-risk areas.
- (4) Within the assigned area the Concessioner may designate a small, well-defined open-air smoking area where the fire risk is low and that is reasonably separated from visitors who find smoke objectionable (e.g., the stone wall at the end of the barn).

5) RISK MANAGEMENT PROGRAM

A) Concessioner Responsibilities

- (1) The Concessioner must develop, maintain, and implement a documented Risk Management Program (RMP). Please visit <https://www.nps.gov/subjects/concessions/risk-management.htm> for more information and a sample RMP.
- (2) Within 90 days after Contract execution, the Concessioner must submit its RMP to the Superintendent for review and acceptance.
- (3) The Concessioner must annually review and update its RMP. At least 30 days before each year's opening date, but no later than May 1, the Concessioner must submit its updated RMP to the Superintendent for review and acceptance.
- (4) Within a reasonable time after submission, the Superintendent shall review and either accept or decline the Concessioner's RMP.

- (5) The Concessioner is solely responsible for its compliance with, and its employees', agents', and contractors' compliance with, its RMP.
- (6) At a minimum, the RMP must include the following components:
 - (a) Risk Management Program Scope
 - (b) Responsibility and Accountability
 - (c) Training
 - (d) Documentation and Operational Control
 - (e) Communication
 - (f) Reporting
 - (g) Inspections and Corrective Action
 - (h) Hazard Incident Investigations and Abatement
 - (i) Management Review
 - (j) Other Contract Requirements
- (7) Additional items to be addressed in the Risk Management Program must include:
 - (a) Educating visitors on responsible use of the historic carriage roads
 - (b) How to avoid potential hazards
 - (c) Actions to minimize the number of accidents occurring within the stables area
 - (d) Care of livestock including physical conditioning
 - (e) Required inspection of carriages before and after each use
 - (f) The Concessioner must be responsible for developing a fire egress plan and conduct a fire drill semi-annually for employees.
 - (g) Concessioner is responsible for inspecting the fire extinguishers on a monthly basis and must be inspected prior to the opening season. They should be placed in appropriate locations and comply with NFPA, OSHA, and Service standards.
 - (h) All passageways going in and out of the barn must be kept clear of obstructions and kept clean at all times.

6) ENVIRONMENTAL MANAGEMENT PROGRAM

A) General

- (1) The Concessioner must develop, maintain, and implement a written Environmental Management Program (EMP).

Please visit <https://www.nps.gov/subjects/concessions/environmental-management.htm> for more information and a sample EMP.
- (2) Within 90 days after Contract execution, the Concessioner must submit its EMP to the Superintendent for review and acceptance.
- (3) The Concessioner must annually review and update its EMP. At least 30 days before each year's opening date, but no later than May 1st, the Concessioner must submit its updated EMP to the Superintendent for review and acceptance.
- (4) Within a reasonable time after submission, the Superintendent will review and either accept or decline the Concessioner's EMP.
- (5) The Concessioner is solely responsible for its compliance with, and its employees', agents', and contractors' compliance with, its EMP.
- (6) At a minimum, the EMP must include the following components:
 - (a) EMP Scope
 - (b) Responsibility and Accountability
 - (c) Training
 - (d) Documentation and Operational Controls

- (e) Communications
 - (f) Reporting
 - (g) Monitoring, Measurement, and Corrective Action
 - (h) Other Contract Requirements
- B) Integrated Pest Management**
- (1) The application of any pesticide, chemicals, toxic supplies, and toxic materials requires prior approval from the Service.
 - (2) Approved products must be applied in accordance with labels and prevailing laws, regulation, and policy.
 - (3) Complete usage reports and logs must be submitted annually to the Service by December 1st for any application of pesticides, chemicals, toxic supplies, and toxic materials used during the prior season.
 - (4) All pesticides, chemicals, toxic supplies, and toxic materials must be stored away from animal feed items and from food and food service items for the employees or general public.
 - (5) Material safety data sheets on all such materials must be readily available and physically present onsite.
- C) Recycling and Conservation**
- (1) *Source Reduction*: The Concessioner must implement a source-reduction program designed to minimize its use of disposable products in its operations. When reusable or recyclable products are not readily available, the Concessioner must use products that have the least impact on the environment.
 - (2) *Recycling Program*: The Concessioner must implement a recycling program that fully supports the Service's recycling efforts. Products that must be recycled include, but are not limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, glass, waste oil, antifreeze, and batteries. Brochures must be printed on recycled paper with biodegradable inks that are not petroleum based.
 - (3) *Water and Energy Conservation*: The Concessioner must implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner must explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.
 - (a) In consultation with the Service, the Concessioner must perform an inventory of the electrical and water systems prior to opening the first season of operation and annually thereafter.
 - (b) Sources of waste or inefficiency such as leaking faucets and inefficient use of power must be corrected by the Concessioner.
 - (c) The Concessioner must replace all light bulbs with energy efficient light-emitting diode (LED) bulbs.
 - (4) *Environmental Purchasing*: The Concessioner must purchase and use environmentally preferable products and services where economically and technically feasible and appropriate in activities under this Contract.
 - (a) Environmentally preferable products are defined as 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.
 - (b) Environmentally preferable products include, but are not limited to, products made from pre-consumer or post-consumer recycled material, products that are less toxic than conventional alternatives, products that are recycled locally or in the region, products that are manufactured locally, products that use fewer packaging materials, and products that are taken back by suppliers or manufacturers once they are used.

7) EMERGENCY SERVICES**A) General**

- (1) The Concessioner's employees must be trained in OSHA-compliant first aid and cardiopulmonary resuscitation (CPR) by certified personnel.
- (2) The Service will locate an automatic external defibrillator (AED) in the Wildwood Stables Office and will offer to train Concessioner employees in its use.
- (3) The Service will provide NPS owned radio equipment and will train Concession employees in its use.
- (4) Each carriage must have a first aid kit appropriate to the level of employee training.
- (5) As soon as possible after learning of an incident or accident, including a law enforcement incident, the Concessioner must report it to Park Dispatch by radio or at (207) 288 -8791. Until appropriate Service or other official personnel have arrived on the scene, the Service may provide guidance to the Concessioner about how to respond to or manage the incident or accident, but the Concessioner remains solely responsible for supervising its employees and solely liable for any negligent or wrongful acts or omissions of its employees while acting within the scope of their employment.
- (6) The Concessioner must establish two-way communications between employees to address potential emergencies.
- (7) The Service will respond to emergency calls involving public safety, civil disturbances, violations of law, and fires.
- (8) The Concessioner must manage all cash, merchandise, and equipment in a manner that minimizes the risk of vandalism or robbery.
- (9) The Concessioner must provide and maintain in the assigned area first aid equipment, fire extinguishers, and smoke detectors, in compliance with NFPA, OSHA, and Service standards.
- (10) The Concessioner must provide coverage 24 hours per day and seven days-a-week when horses, visitors, or employees are in the assigned area and when historic carriage ride tours are operating.

8) PUBLIC RELATIONS**A) General**

- (1) All promotional material, including brochure and website changes and layout, must be approved by the Superintendent 45 days prior to publication, distribution, or broadcast, etc. Advertisements must include a statement that the Concessioner is authorized by the National Park Service, Department of the Interior, to serve the public in Acadia National Park.
- (2) When used, advertisements for employment must contain a statement that the Concessioner is an equal opportunity employer.
- (3) The Superintendent must be notified in advance of any plans to run advertisements in non-local and local media. Depending on the nature of the material or the media involved, review and prior approval of such advertising must be required to ensure accuracy, suitability, and conformance to current National Park Service management policies.
- (4) All advertising must be simple, direct, and informative, and must avoid exaggeration, hyperbole, and "puffing."
- (5) All press releases must be approved in advance by the Superintendent.
- (6) All new signs or changes to existing signs must be approved in advance by the Superintendent. The Concessioner must ensure that its signs are compatible with Service sign standard. Sign size, style, color, and location shall be submitted for Service approval prior to installation. No handwritten signs shall be permitted within the Concessioner's area of responsibility except on an emergency short-term, interim basis. All new signs or changes to existing signs shall be approved by the Service in writing. The Service has thirty (30) days upon receipt to approve or deny the request.

- (7) The Concessioner must provide its marketing plan to the Superintendent in advance of implementation and include all proposed sources of advertisement and website links.
- (8) The Concessioner must make an effort to promote the carriage tour experience.

9) REPORTING REQUIREMENTS

A) Concessioner Responsibilities:

- (1) Visitor Use Report: The Concessioner must provide the Superintendent with a monthly visitor use report. The report is due on the 15th day of each month. The Service will provide the form for the concessioner to submit each month. This report must provide the visitor statistics including sale numbers by ticket type (e.g. adults, children), and tour type including accessibility accommodations.
- (2) Incident Reports: The Concessioner must immediately report to the park dispatch at (207) 288-8791 all incidents involving property damage over \$500, personal injury, or death; all stock injuries or deaths; all fires; all motor vehicle accidents; all incidents that affect the Park's natural or cultural resources; and all known or suspected violations of law.
- (3) Human Illness Reporting: The Concessioner must immediately report to the Park Dispatch at (207) 288-8791 all human illnesses that affect multiple visitors or staff or that require hospitalization.
- (4) Other Reports Required by the Contract:

Report	Due Date
Annual Financial Report	No later than 90 days after the last day of Concessioner's fiscal year.
Certificate of Insurance	May 1 or not less than 30 days prior to occupancy.
Risk Management Program	90 days from effective date of new Contract. Requires Superintendent's approval annually. Due 30 days prior to opening, but no later than May 1st. Requires Superintendent's acceptance annually.
Environmental Management Program	90 days from effective date of Contract and annually thereafter. Review and updated annually. Due 30 days prior to opening, but no later than May st1. Requires Superintendent's acceptance annually.
Franchise Fees and Visitor Use Report	By the 15 th day of the following month.
Monthly Summary of Comment Card responses	By the 15 th day of the following month
Monthly Inventory of Waste Streams	By the 15 th day of the following month
Component Reserve Renewal Status of Funds Report	By the 15 th day of the following month

B) Service Responsibilities:

- (1) Annual Overall Rating: Due annually by April 1st with results provided to the Concessioner.