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EXHIBIT H MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan between insert Concessioner name (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands and facilities within Grand Teton 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 apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended. It will be reviewed annually by the Service in consultation with the Concessioner and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

Notwithstanding any other provisions of this Maintenance Plan, the Concessioner is not banned from and will not be penalized for using plastic straws in its operations under the Contract. The Concessioner may not use paper straws in its operations under the Contract.

2) PART A – GENERAL STANDARDS

A) General Concession Facilities Standards

Pursuant to the Contract, the Concessioner is solely responsible for the Maintenance of all Concession Facilities to the satisfaction of the Service. In fulfilling its responsibility, the Concessioner must comply with the terms of this Maintenance Plan.

The Concessioner must conduct all Maintenance activities in compliance with Applicable Laws, as that term is defined in the Contract. Applicable Laws include, but are not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

B) Definitions

In addition to the defined terms contained or referenced in the Contract, the following definitions apply to this Maintenance Plan.

Asset – Real Property that the National Park Service desires to track and manage as a distinct identifiable entity. An Asset may be a physical structure or grouping of structures, land features, or other tangible property that has a specific service or function such as an office building, lodge, motel, cabin, residence, campground, marina, etc.

Capital Improvement – The term "Capital Improvement" shall have the meaning set forth in Exhibit A to the Contract.

Component – A portion of an Asset.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal examples include the Replacement of foundations, building frames, window frames, windows, doors, sheathing, subfloors, drainage, and roofs; the Replacement of building systems such as electrical distribution systems, built-in heating and cooling systems, and

plumbing systems; and the rehabilitation historic components in assigned Concession Facilities. Component Renewal includes the deconstruction of the existing Component and the Replacement of that Component with a new Component of equal or superior capability and performance. These actions recur on a periodic cycle of greater than seven (7) years.

Component Renewal Reserve (CRR) – A Concessioner reserve account that is established in the main body of this Contract. Component Renewal Reserve funds may only be used to carry out Replacement of Components on a project basis that is authorized in writing by the Service and that is non-recurring within a seven (7) year time frame. Component Renewal Reserve funds may not be expended to construct or install Capital Improvements (ex. fixtures).

Concession Facilities – The term “Concession Facilities” shall have the meaning set forth in the main body of the Contract.

Deferred Maintenance (DM) – Maintenance that was not timely or properly conducted. Continued Deferred Maintenance will result in Deficiencies.

Deficiencies – Defects in an Asset or Component that result when Maintenance is not performed in a timely and/or effective manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of Asset performance, loss of Asset value, or both.

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that the meet daily operational needs of Concession Facilities. Typical Facility Operations work includes janitorial and custodial services, snow removal, the operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

Maintenance – The Maintenance of Concession Facilities as described in this Maintenance Plan. Maintenance includes, but is not limited to, actions taken under the following maintenance categories: Component Renewal; Recurring Maintenance; Facility Operations; Preventive Maintenance; and Repair.

Personal Property – For purposes of this Maintenance Plan, the term Personal Property refers to manufactured items of independent form and utility, including equipment and objects, which are solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture, and goods, necessary for Concessioner operations under the Contract. Personal Property may be manufactured items of independent form and utility, including equipment and objects that are owned by the Government but assigned temporarily to the Concessioner so that the Concessioner may use them in its operations under the Contract.

Preventive Maintenance (PM) – Planned, scheduled periodic Maintenance activities that are performed weekly, monthly, quarterly, semi-annually, or annually on selected Assets or Components, typically including, but not limited to, inspection, lubrication, and adjustment.

Recurring Maintenance (RM) – Planned work activities to sustain the Useful Life of an Asset or Component that reoccur on a periodic cycle of greater than one year. Typical Recurring Maintenance projects include, but are not limited to painting, pump, and motor Replacement, cleaning, repair, and Replacement of lighting, engine overhaul, Replacement of carpeting, and refinishing hardwood floors.

Repair – Work undertaken to restore damaged or worn-out Assets or Components to a fully functional operating condition.

Replacement – Exchange or substitution of one Asset or Component for another that has the capacity to perform the same function at a level of utility and service equivalent or superior to the level of utility and service of the original Asset or Component.

Useful Life – The serviceable life of an Asset or Component.

C) Concessioner Responsibilities

(1) In General

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses, and certifications to perform such work.
- (b) Where applicable, the Concessioner must submit project plans to the Service stamped by a Professional Engineer or Registered Architect licensed in the appropriate state.
- (c) Where applicable, the Concessioner must obtain the appropriate permits required by federal, state, or local law and provide copies to the Service.
- (d) The Concessioner must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable Maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- (e) The Concessioner must not construct or install Real Property Improvements as that term is defined in Exhibit A to the Contract as part of Maintenance or otherwise, except in compliance with all terms and conditions of the Contract, including, without limitation, the provisions of Exhibits A and F1.
- (f) The Concessioner must comply with the Component Renewal Reserve procedures and requirements set forth in Exhibit F2 to the Contract prior to, during, and after expending Component Renewal Reserve funds.
- (g) The Service has developed the NPS Campground Design Guide to centralize campground design information. The Concessioner must follow the guide when planning campground improvements and when submitting new campground projects for Service review.

(2) Environmental, Historic, and Cultural Compliance

- (a) Certain Maintenance actions that are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
- (b) Any proposed Maintenance actions subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required and at least one year before the proposed implementation. The Service will not accept proposals with an implementation date less than one year away unless there is an emergent need for life safety or resource protection.
- (c) The Concessioner may be required to prepare, at its expense, environmental assessments, environmental impact statements, or related documents for certain Maintenance actions. The Service will provide guidance to the Concessioner concerning proper process and procedure.

(3) Maintenance Tracking

- (a) The Concessioner must schedule and track the completion of all its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and effectively provide the Service the Maintenance information that the Concessioner is required to provide under this Maintenance Plan.
- (b) The Concessioner must, on a frequency determined by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information that the Service requests. This information may include but is not limited to: (1) outstanding Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for

Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. In consultation with the Concessioner, the Service will define the requirements for providing requested information, including data export formats, required fields, and data structure.

- (c) The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract and must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessioner must use the CMMS to record all Maintenance and/or construction performed on Concession Facilities and ensure that the Service has proper access to, and use of all data recorded in the CMMS during the Contract term and for a period of five (5) years thereafter.
- (4) *Concessioner Inspections.* The Concessioner must conduct inspections of Concession Facilities (no less than annually) to track its compliance with this Maintenance Plan and compile information that will aid in developing future Maintenance requirements.

D) National Park Service Responsibilities

Nothing in this Maintenance Plan may be construed as requiring the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Part B of this Maintenance Plan may describe certain Service responsibilities for particular elements of Maintenance of Concession Facilities. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

- (1) *Inspections.* The Service will, from time to time (as determined necessary by the Service but no less than annually), inspect the condition of Concession Facilities and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.
- (2) *Evaluation of Concessioner Maintenance.* The Service will provide the Concessioner with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessioner as a record of the Concession Facilities condition and will document the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

3) PART B – AREA SPECIFIC RESPONSIBILITIES: CONCESSIONER RESPONSIBILITIES

A) General Concessioner Responsibilities

- (1) The Concessioner will be responsible for all Maintenance and repairs to all assigned Concession Facilities and Personal Property. The Concessioner will correct any Deficiencies and complete this work promptly to achieve the primary goals described in the most current Concession Management Guidelines relative to all services required under the Contract.
- (2) *Standards of Performance for Maintenance*
 - (a) All Maintenance will be conducted in compliance with all Applicable Laws; the following referenced sections of the most current version of the International Property Maintenance Code (IPMC) and the manufacturer's recommendations and/or specifications will be observed. In the event of any conflict between Applicable Laws and the IPMC and/or manufacturer's specifications, Applicable Laws will prevail. In the event of a conflict between the IPMC and the manufacturer's specifications, the manufacturer's specifications will prevail.
 - (b) The Concessioner will follow applicable Service historic structures reports, cultural landscape inventories and reports, Historic Preservation Management Plans, and Accessibility Self-Evaluation and Transition Plan provided by the Service.

- (c) The Concessioner must maintain the historic facilities according to the Secretary of the Interior's Standards, including The Secretary of the Interior's Standards for Rehabilitation (36 C.F.R Part 67.7) and The Secretary of the Interior's Standards for the Treatment of Historic Properties (36 C.F.R. Part 68). More information can be located at <https://www.nps.gov/subjects/historicpreservationfund/understanding-the-secretary-s-standards.htm>.
- (d) The following sections of the IPMC are adopted by the Maintenance Plan and incorporated herein by reference. The International Code Council publishes the IPMC. Copies of the IPMC are available from the ICC at www.iccsafe.org.
 - In the referenced sections, the terms "property owner," "owner," and "occupant" refer to the Concessioner.
 - In the referenced sections, the term "code official" shall be changed to "Superintendent."
 - Incorporated herein by reference: Chapters 4 through 6.
 - ◆ In reference to Chapters 4 through 6, in circumstances that existing buildings do not meet the minimum requirements as identified by both the Service and the Concessioner, the Service and Concessioner will mutually agree to projects that would bring the building into compliance where deemed necessary by the Service.
 - ◆ In reference to paragraphs 401.2, 501.2, 601.2, and 701.2, if the requirements are not met, the Service and Concessioner will determine if the building may be occupied.
 - ◆ Paragraph 602.2, Residential Occupancies, insert the following at the beginning of the first sentence, "When in operation."
 - ◆ Paragraph 602.3, Heat Supply, insert the following at the beginning of the first sentence, "When in operation."
- (3) *Computerized Maintenance Management System (CMMS)*. The Concessioner will fully develop, implement, and administer a CMMS. The CMMS will be used to track the condition and value of Concession Facilities in accordance with this Maintenance Plan and upon direction from the Service. The system will also be used to track the location, condition, and value of Historic Personal Property. All Maintenance, Repair, Capital/Component Renewal, and construction activity performed on Concession Facilities and Assets will be recorded using the CMMS, including construction performed by the Service and the construction of new structures assigned to the Concessioner. The CMMS will be able to compute the condition of any structure or Asset at any time using the most recent maintenance and inspection activity performed in accordance with this Maintenance Plan. Within one year of the effective date of the Contract, the Concessioner will document the desired condition for each structure in the CMMS. Specific functional and technical requirements for the CMMS will be identified jointly by the Concessioner and the Service, and the Concessioner will regularly consult with the Service during the development of the CMMS to ensure requirements are achieved.
 - (a) The CMMS will identify and report the inventory of all Assets assigned to the Concessioner in accordance with all four levels of the American Society of Testing and Materials (ASTM) Designation E 1557 Standard Classification for Building Elements and Related Sitework Uniformat II.
 - (b) The CMMS will have the ability to generate inspection checklists and Maintenance schedules for all Assets.
 - (c) All work activity planned, documented, and reported using the CMMS will be clearly distinguished as an activity that sustains the Useful Life of Assets or activity of facility operations performed in support of rendered visitor services. The illustration below summarizes Category One and Category Two work activities. Maintenance management work will be split between the two categories based upon the distribution of work activities

between Category One and Category Two, as defined on the following page. The Service will classify all work activities in consultation with the Concessioner.

- Work Activity: Facility Maintenance
 - ◆ Cyclic Maintenance
 - ◆ Preventive Maintenance
 - ◆ Structure and Asset Repair
 - ◆ Component/System Renewal
 - ◆ Major Rehabilitation
 - ◆ Maintenance and construction management
- Work Activity: Facility Operations
 - ◆ Custodial
 - ◆ Housekeeping
 - ◆ Grounds keeping
 - ◆ Kitchen grease and hazardous material and waste management
- (d) The CMMS will document all Facility Maintenance activity. Detailed and/or periodic summary reports of Facility Maintenance work activities will be provided to the Service upon request.
- (e) All work activity reported in the CMMS must identify the cause of the work (wear and tear, misuse, vandalism, etc.). The Service will define the specific categories when the CMMS technical specifications are developed.
- (f) All work activity reported in the CMMS must identify the department and/or account charges for each work activity.
- (g) The Concessioner will track CMMS information and be able to provide reports to the Service in a mutually agreeable electronic format based on the following geographic hierarchy:
 - Area wide
 - ◆ Developed Area
 - Operational Location
 - . Building number
 - . Component (Uniformat II, Level IV)
- (h) For reporting purposes, "Developed Areas" and "Operational Locations" are defined as follows:
 - Area Wide (all Developed Areas)
 - ◆ Developed Areas
 - Jenny Lake: Operational Locations in Jenny Lake Area
 - . Jenny Lake Lodge
 - . Jenny Lake Store
 - . Jenny Lake Campground
 - Jackson Lake Lodge: Operational Locations in Jackson Lake Lodge Area
 - . Jackson Lake Lodge and Guest Cottages
 - . Corral and Service Station
 - . Employee Housing
 - Colter Bay: Operational Locations in Colter Bay Area
 - . Colter Bay Cabins Area
 - . Colter Bay Tent Village and Corrals Area
 - . Colter Bay Convenience Store Area
 - . Colter Bay Marina Area
 - . Colter Bay Employee Housing Area
 - . Colter Bay Campground

- . Colter Bay RV Park Area
- . Colter Bay Warehouse
- Gros Ventre Campground
- Deadmans Bar
- Elk Island

B) Facility Maintenance

The following are guidelines in addition to the IPMC:

- (1) *Qualified Personnel.* All Maintenance and Repair work will be done by qualified personnel as defined by the applicable codes.
 - (a) All personnel conducting Repair, Maintenance, and rehabilitation work on Assets will have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
 - (b) Facility Manager. The Concessioner must employ a designated Facility Manager who oversees the following contracted or payroll specialist positions. The Facility Manager may hold one or some of these certifications in place of hiring additional staff:
 - Certified Electrician
 - Certified Plumber
 - Certified Elevator Inspection and Repair
 - Wyoming DEQ Level 1 Utility Operator
 - (c) Project Manager. The Concessioner must employ a full-time on-site Project Manager for the successful implementation of the terms required by the Contract in the areas of, at a minimum, CFIP, Component Renewal, major rehabilitation, building replacements, and fixture replacement projects.
 - (d) Historic Preservation Specialist. The Concessioner must employ a designated Historic Preservation Specialist with a minimum of a bachelor's degree in Historic Preservation or a related field or at least seven (7) years of experience. The specialist should have demonstrated skill and knowledge working with historic structures and materials and expertise in large complex engineering projects.
 - For work conducted on historic structures, the Concessioner will use only qualified personnel and ensure that work is completed in accordance with the Secretary of the Interior's Standards for Historic Preservation.
 - The Concessioner will develop and maintain a Project Management Advisory Team of internal and external historic preservation subject matter experts to oversee and provide technical advice on the preservation and Maintenance of historic structures within the Concession Facilities.
 - (e) Projects of appropriate size and scope will have project management and design consultants assigned to them, to be paid from the project fund source.
 - (f) Accessibility Coordinator. The Concessioner must employ a designated Accessibility Coordinator, which may be a collateral duty, with oversight to review Maintenance projects and operational/service offerings for ADA and ABA compliance. The coordinator will also investigate accessibility complaints.
- (2) *Project Completion Report.* A version of AutoCAD drawings and a project completion report, which includes total project costs, will be supplied to the Service within 45 days of the completion of work on the project.
- (3) *National Environmental Policy Act.* Any proposed action that requires review under the National Environmental Policy Act, Section 106 of the National Historic Preservation Act, and Director's Order #12, Environmental Impact Analysis, will be submitted to the Superintendent. The Superintendent must approve the proposed action in writing before any work commences. The

- Service will determine what environmental compliance is required. The Service will advise the contractor on the proper process and procedure.
- (4) *Permits*. The Concessioner is responsible for obtaining the appropriate permits required by the Wyoming Department of Environmental Quality (DEQ), Environmental Protection Agency, and other regulatory agencies.
 - (5) *Painting*. Unless required more frequently per the manufacturer's recommendation or the IPMC, paintable surfaces must be painted on a regular cycle, exteriors at a minimum of once every five (5) years, and interiors at a minimum of once every seven (7) years. Paint products must be of the "best quality" from a major manufacturer and have a type and color readily available on the open market. Any changes to paint colors from the color range provided by the Superintendent must be approved by the Superintendent. Whenever possible, the Concessioner will utilize reprocessed, low volatile organic content (VOC) latex coatings when technically feasible and appropriate. When oil-based paints are used, the Concessioner will minimize solvent use by utilizing thinner settling and reuse whenever possible. The Concessioner will maintain data in the CMMS that includes paint type, formulas, and supplier information for all paint products used, including historic colors.
 - (6) *Carpet*. Unless required more frequently per the manufacturer's recommendation, carpeting will be replaced at a minimum of every seven (7) years. If the Service determines that the carpet scheduled for Replacement on the seven (7) year cycle does not warrant Replacement, the Service may, at its discretion, allow the Concessioner to postpone Replacement until a future date authorized by the Service.
 - (7) *Exterior Lighting*. The Concessioner will protect natural darkness and other components of the natural lightscape. To prevent the loss of dark conditions and natural night skies, the Concessioner will minimize the light that emanates from Concession Facilities and seek to prevent or minimize the intrusion of artificial light into the night scene of the ecosystem.
 - (a) All lights must be shielded to cast light downward to protect night skies.
 - (b) Exterior lighting must provide the minimum necessary lighting for visitor safety and security of Concession Facilities.
 - (c) In campgrounds, comfort station exterior lighting shall remain on at night for wayfinding purposes.
 - (d) As exterior light fixtures and light bulbs are replaced, the Concessioner will use dark sky compliant fixtures, with consideration of historic designations. LED or energy-efficient light bulbs will be used where feasible. The Service must approve all new installations.
 - (8) *Asbestos*. The Concessioner is responsible for maintaining health and safety standards in the presence of asbestos within the Concession Facilities. Any Repair or Replacement of asbestos-containing surfaces will be performed with the written approval of the Superintendent.
 - (9) *Telephone*. The Concessioner will Repair and maintain on-premises telephone equipment and wiring on the user side of the connections and panels.
 - (10) *Seasonal Closing and Opening Plan*. The Concessioner must develop a Seasonal Closing and Opening Plan for Service review and approval. The Concessioner must submit its initial Plan to the Service's Grand Teton National Park Business Resources Office ("GTNP Business Resources Office") within **180 days of the effective date of the Contract** and annually, if there are changes, by the **first Monday in August**. The Plan must address processes to ensure all buildings are adequately winterized and secured while unoccupied, and activities required to reopen facilities after the winter season. Plan updates are required with changes or additions to buildings or utility systems during the Contract term. The Concessioner must incorporate procedures from the Plan into its CMMS and relevant standard operating procedures. At minimum, the Plan must address:
 - (a) Winterization and Security:
 - Ensure all buildings are adequately winterized and secured while unoccupied.

- Addressing/removing temperature-sensitive materials from unoccupied buildings, as needed.
 - Monitoring snow loads, including specific practices to keep roofs free from heavy snow.
 - Locations and processes to install shutters and bracing on unoccupied buildings, where appropriate.
 - Locations of support bracing at the Colter Bay Cabins and Jenny Lake Lodge, as necessary.
 - All winter-keeping operations are the responsibility of the Concessioner.
- (b) Utilities Management. Process to properly address winterization of utilities. Including, plans to shut off or drain water lines before closing, and utility coordination with the Service.
- (c) Unscheduled Maintenance. Procedures to address unscheduled repairs and issues that arise during winter closures.
- (d) Procedures for Seasonal Closures and Re-Opening.
- Schedule coordination with the GTNP Business Resources Office
 - Utility coordination with the Service.
- (11) *Personal Property Equipment*. Personal Property will be maintained, serviced, and repaired per manufacturers' recommendations and replaced as necessary.
- (12) The Concessioner is also responsible for the following:
- (a) Annually cleaning and inspecting active chimneys and exhaust ducts.
 - (b) Inspecting range/grill hoods monthly during the operating season and cleaning as required.
 - (c) Inspecting, cleaning, and tuning boilers annually, or more often, as conditions warrant.
 - (d) Elevator inspection and Repair.

C) Structural Fire Prevention, Protection, and Suppression

- (1) *Fire Prevention Program*. The Concessioner must implement a fire prevention program to conduct all operations and maintain the Concession Facilities to minimize the risk of fire. The Concessioner is responsible for fire prevention, detection, and protection within the Concession Facilities, consistent with the latest versions of the Director's Order (DO)/Reference Manual (RM)-58, International Fire Code (IFC), and National Fire Protection Association (NFPA) codes and standards, Area's Structural Fire Management Plan and as outlined in the Maintenance Plan, with assistance from the Service. Trained and experienced personnel, whether Concession staff or qualified fire protection contractors, with NICET (National Institute for Certification in Engineering Technologies) certifications at appropriate levels, must perform all required inspections, testing, and Maintenance.
- (2) *Fire Prevention Plan*. The Concessioner must prepare a documented Fire Prevention Plan in accordance with Applicable Laws and Service policy for review and approval by the Fire Code Official (FCO) or the Area Structural Fire Coordinator (Park Structural Fire Coordinator [PSFC]) and must submit its initial plan to the GTNP Business Resources Office within **120 days of the effective date of this Contract** and annually thereafter by the **fourth Monday in April** of each year or 30 days after installation, upgrades or substantial changes to systems. The plan will address the requirements of this section of the Maintenance Plan.
- (3) *Structural Fire Manager*
- (a) The Concessioner must designate a structural fire representative to serve as the manager who will ensure the Concessioner's compliance with its fire protection responsibilities. This designated person will serve as the point of contact to the Service for all fire protection responsibilities; however, several persons can be appointed to the responsibility for the coordination, reporting, and leadership for the different parts of the fire protection program. These Structural Fire Managers will have appropriate training levels for the area they

- represent. (Examples: NICET for fire systems, IFC or NFPA for fire inspectors, etc.) as designated by the FCO or the PSFC.
- (b) Individuals in these positions must have documented training and experience with fire prevention programs and fire systems and an understanding of utilizing and applying IFC, NFPA, and RM-58 for the pertinent aspects of the program that they will serve as lead on. They will have appropriate certifications for the area they represent. (Examples: NICET for fire systems, Level 2 for Maintenance, Level 3 for design, IFC or NFPA for fire inspectors, etc., as designated by the FCO or the PSFC.
 - (c) Structural Fire Managers will coordinate with the PSFC on the following topics:
 - Inspection reports for:
 - Fire Protection systems inspections, testing, and Maintenance
 - Fire Prevention and life safety inspections
 - Fire drills
 - (d) Hot Work Permitting
 - (e) Correction of fire and life safety Deficiencies, hazards, and violations
 - (f) All Concessioner new construction and renovation projects
 - (g) Annual Certificates of Occupancy
- (4) *Inspections.* The Concessioner must ensure fire prevention inspections are conducted on all Concession assigned facilities. The inspections must be conducted annually or more frequently, as required by applicable fire codes and/or Service requirements. Depending on the building or structure, and if fire protection systems are present, both a systems inspection (sprinkler, detection and alarm, emergency lighting and signs) conducted by an independent third-party company, and an annual walk-through inspection are both required. Prior to undertaking any inspection, the inspection form format and content must be approved by the PSFC. This form should be a checklist to ensure that all pertinent aspects of the fire prevention program are reviewed and documented. All required forms for each building or structure must be submitted annually at season opening for the current year to the GTNP Business Resources Office and the PSFC for uploading into the IMR Structural Fire Management Site.
- (a) Personnel performing fire protection and life safety inspections will have documented training to meet IFC or NFPA Certified Fire Inspector qualifications. NICET Certifications and associated Qualifications must be reviewed and approved by the PSFC. Acceptance testing of fire detection and suppression systems will be witnessed by the FCO or FCO's designee.
 - (b) The Concessioner must report completion of required inspections and submit the Fire Prevention Inspection reports to the Area's Business Resources Office and PSFC by **2nd Friday in June** of each year for Service review.
 - (c) All deficiencies noted on the fire prevention annual inspection must be reported to the Service within three (3) working days, with a mitigation or correction plan approved by the PSFC.
- (5) The Concessioner must employ a "no tolerance" policy and immediately discipline any employee found to have tampered with smoke or heat detectors, fire suppression systems, or fire extinguishers.
- (6) *Response.* The Concessioner must respond to all fire system alarms ensuring appropriate measures are taken for the safety of the employees and visitors. The Concessioner is prohibited from silencing the fire alarm signals unless approved by the Service. The Concessioner must cooperate with the Service in providing security in instances of fire evacuation, vandalism, damage, theft, or unlawful entry that occur frequently or are likely to occur. Response actions must always be in accordance with established and pre-determined procedures approved by the Service.

- (7) *Reporting.* The Concessioner must immediately report all fires (regardless of size, severity, or level of response), all alarms (including false alarms), and all portable fire extinguisher use to the Teton Interagency Dispatch Center at 307-739-3301 (or 911).
- (8) *Trained Personnel.* The Concessioner must ensure that appropriately trained employees are available 24 hours a day, seven days a week, to respond to alarms and fires at Concession Facilities when occupied. This may be security personnel. Training must include the use of fire extinguishers, evacuation procedures, and radios to report to the Area's Dispatch Center. The Concessioner must submit an Alarm Response Reporting Plan, for review and approval, to the GTNP Business Resources Office annually by the **fourth Monday in April**.
- (9) *Fire Drills.* The Concessioner must conduct and document fire drills per the International Fire Code requirements, or as required by the PSFC, to ensure competency of all personnel with specific fire protection and emergency situation duties and responsibilities. The Teton Interagency Dispatch Center must be notified one (1) day prior to all fire drills. Drills may take place before a facility is open to the public to ensure that the personnel responsible for fire protection and emergency situation duties are understood, practiced, and effective.
 - (a) An initial fire drill will be conducted within seven (7) working days prior to occupancy following the opening of a seasonal facility and as required for new staff.
 - (b) Reports of conducted fire drills will be provided to the Service upon request.
- (10) *Roof Debris.* The Concessioner must conduct roof maintenance, such as cleaning gutters and roofs to remove leaf and pine needle build-up, annually prior to the operating season to reduce structural/wildland fire danger.
- (11) *Lint Traps.* The Concessioner must inspect and clean lint collectors, duct work, and vents on clothes dryers in all facilities, including public and employee laundries and dormitories, at the end of the season and on a cyclic schedule, including monthly re-inspections. The Concessioner must inspect and clean lint traps on clothes dryers monthly and more frequently, depending on operational use frequency as part of its housekeeping program. The Concessioner must provide to the Service, upon request, inspection documentation.
- (12) *Fireplace, Vents, and Chimneys.* Chimneys and equipment must be maintained and inspected to not create a fire hazard in accordance with the IFC and manufacturer's requirements. All Repair and Component Replacement projects must meet the requirements of the International Mechanical Code (IMC). The Concessioner must provide to the Service, upon request, inspection documentation.
- (13) *Exhaust Systems.* Kitchen hoods, grease removal devices, fans, ducts, and other appurtenances must be cleaned to remove combustible contaminants prior to surfaces becoming contaminated heavily with grease or oily sludge.
 - (a) *Inspection.* The exhaust system must be inspected semi-annually for grease buildup by a properly trained, qualified, and certified person(s) acceptable to the PSFC.
 - (b) *Cleaning.* Upon inspection, if the exhaust system is found to be contaminated with deposits from grease-laden vapors, the contaminated portions of the exhaust system must be cleaned by a properly trained, qualified, and certified person(s) acceptable to the PSFC.
 - (c) *Documentation.* After cleaning or inspection is completed, the exhaust cleaning company and the person performing the work at the location must provide the system owner with a written report that specifies areas that were inaccessible or not cleaned that will be submitted to the PSFC.
- (14) *Hot Work.* The Concessioner must develop a Hot Work Policy in compliance with NPS Director's Order (DO)/Reference Manual (RM)-58 and the Area's Structural Fire Management Plan. The Concessioner must submit this policy to the PSFC for review and approval **within 90 days of the Contract's effective date**. A job site operating without a Hot Work Permit may be subject to the temporary closure.
- (15) *Work.* All planned work that could impair the operation or protection of installed fire protection systems, such as minor construction, electrical work, and parking lot work, must be reviewed by the PSFC.

(16) *Inspections and Hazards.* The Concessioner must provide the PSFC with records showing complete exterior and interior fire inspections for the current year by **the third Monday in June** annually. If any inspections conducted by the Concessioner or Service identify hazards or Deficiencies, the Concessioner must correct or abate them using the following processes.

- (a) The Concessioner must ensure fire prevention inspections are conducted on all Concession Facilities. The inspections must be conducted annually or more frequently on higher-risk buildings or as required by applicable fire codes.
- (b) If the hazard or deficiency is an immediate life safety issue, the Concessioner must correct the hazard immediately. If the Concessioner cannot immediately correct the hazard or deficiency, the Concessioner must contact the GTNP Business Resources Office and the PSFC. The Service may take interim control measures to reduce the risk to an acceptable level (including, but not limited to, closing the area or facility, or shutting down service).
- (c) If the hazard or deficiency is not an immediate life-safety issue, the Concessioner must correct the hazard as soon as possible. The Service will follow up within twenty (20) working days (four (4) weeks) to ensure correction has been made.

(17) *Fire Protection Systems*

- (a) General. The Concessioner must ensure all buildings, facilities, and support equipment within Concession Facilities meet or exceed the International Fire Code (IFC) and the National Fire Protection Association (NFPA) unless a specific variance or alternate method is approved in writing by the Service. In addition, the Concessioner must comply with the requirements of the NPS Director's Order (DO)/Reference Manual (RM)-58 and the Area's Structural Fire Management Plan.
- (b) The Concessioner must submit a plan (Fire Protection System Inspection, Testing, and Maintenance Plan) for the required inspections, testing, and Maintenance of all fire protection systems, for review and approval, to the GTNP Business Resources Office annually by the **fourth Monday in April**.
- (c) The Concessioner must inspect, test, operate, and maintain its fire protection systems, including residential and commercial smoke alarms, carbon monoxide detectors, commercial fire detection/alarm systems, main fire control panels, kitchen hood systems, portable fire extinguishers, emergency lighting and signs, and fixed and portable automatic fire suppression systems and equipment, pull stations, and fire doors, etc. annually, unless required more frequently. The inspection, testing, and Maintenance (ITM) must be conducted per the IFC and applicable NFPA codes, standards, and manufacturer requirements.
- (d) The Concessioner must verify the function and conditions of systems through documented inspections by qualified personnel annually. The Concessioner must submit copies of required annual inspections within two (2) weeks of receiving the report to the PSFC.
- (e) The Concessioner must test all battery-powered fire alarms, egress lighting, and residential smoke alarms.
 - The Concessioner must test all smoke and carbon monoxide (CO) alarms at the beginning of the operating season and on a monthly basis. Alarm devices with standard batteries must have batteries replaced annually or at the beginning of the operating season. Alarm devices with long-life (ten-year) batteries must have batteries replaced in accordance with the alarm equipment manufacturer's published instructions. Alarms must be replaced when they fail to respond to operability tests.
 - Smoke alarms must not remain in service longer than ten years from the date of manufacture unless otherwise provided by the manufacturer's published instructions. Carbon monoxide alarms must be replaced when the end-of-life signal is actuated, or the manufacturer's replacement date is reached. Combination smoke/carbon monoxide alarms must be replaced when the end-of-life signal

actuates, or ten years from the date of manufacture, whichever comes first, unless otherwise provided by the manufacturer's published instructions.

- The Concessioner must test all battery-powered egress lighting and exit signage annually (or at the beginning of the operating season for seasonal facilities) and perform periodic testing on a monthly basis in accordance with the IFC. Annual power tests must include a 90-minute functional test. Monthly tests must include a functional test of not less than 30 seconds.
- The Concessioner must provide, **upon request**, the PSFC with documentation (Egress Light/Exit Sign Battery Testing Report) showing the results of the alarm and egress/exit battery testing for the previous year.
- (f) The Concessioner must install, inspect, and maintain portable fire extinguishers in accordance with IFC and applicable NFPA standards. The Concessioner must provide, **upon request**, the PSFC with records (Portable Fire Extinguisher Inspection and Maintenance Report) documenting monthly inspections and Maintenance of all fire extinguishers for the previous year.
- (g) Fixed Fire Suppression Systems. The Concessioner must inspect, test, and maintain all fixed fire suppression systems, using qualified personnel, in accordance with the IFC and applicable NFPA standards. The Concessioner must provide, **upon request**, the PSFC with records (Fixed Fire Systems Inspection, Testing, and Maintenance Report) documenting inspections, testing, and Maintenance of all fixed fire suppression systems. All proposed changes, upgrades, or system Replacement must be approved in advance by the Area's Concession Management Office. The FCO will be provided with a set of plans for review and approval before any work begins. The Service FCO or FCO's designee will witness all new systems commissioning. Any changes or upgrades must be done by qualified personnel as defined by IFC and applicable NFPA standards with appropriate NICET requirements.
- (h) Repairs and Outages. The Concessioner must ensure that fire protection systems are always in service. The Concessioner must complete repairs as soon as possible, and during times the systems are unavailable, provide adequate means of alternate protection. The Concessioner must immediately notify the GTNP Business Resources Office and the Area's Dispatch Center of any system failures or when systems are inoperable when the systems are returned to service, and if any changes are made to the system that may affect the Service's ability to respond to any fires in a timely manner. This notification must include details of what caused the system to become inoperable as well as mitigation measures (for example, fire watch patrols) that the Concessioner initiated for the duration of the system outage. The PSFC will approve mitigation measures. Impairment procedures will follow applicable fire codes, Service policies, and FCO requirements.

D) Utilities

The Concessioner is responsible for contracting with independent suppliers to provide year-round telephone, internet, electrical, solid waste, and propane service. The Concessioner is responsible for direct payment to these suppliers.

- (1) *Electrical*. Lower Valley Energy (LVE) maintains the primary electrical lines within the Area. The Concessioner will maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities, including all fixtures (lamps, cords, and equipment) affixed to secondary electrical lines. Any change to the utility section of this Maintenance Plan requires written approval from the Superintendent.
 - (a) The Concessioner will Repair or replace all electrical system damage at its expense within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner's employees or its subcontractors.
 - (b) The Concessioner will ensure that all electrical circuits under its control meet or exceed the standards of the National Electric Code.

- (2) *Internet/Wifi*. The Concessioner must obtain internet/wifi services through a qualified provider who has met Service requirements for utilities. Internet services to the Area are currently provided by a third-party provider that maintains the fiber optic high-speed internet lines throughout the Area.
- (3) *Water*
- (a) The Concessioner will maintain and Repair the water system within the Concession Facilities. All work on water systems will meet Wyoming DEQ requirements. This Maintenance and Repair will include, but not be limited to, fire lines (hoses), water pipes, water heaters, faucets, and spigots. The Concessioner will activate, deactivate, and winterize system components as necessary as part of regular Maintenance.
- (b) The Concessioner must have a certified Wyoming DEQ Level 1 Water System Operator supervise any operations, repairs, and new additions it makes to the water distribution system within the Concession Facilities. The Concessioner must notify the GTNP Business Resources Office and the Facility Management Division to ensure the work is inspected for proper installation, Repair, disinfection, and flushing of the water lines. The Service must approve that all work on water distribution systems is done to Wyoming DEQ standards, EPA regulations, National Plumbing Code construction specifications, and all Applicable Laws.
- (c) The Concessioner is responsible for purchasing, installing, and maintaining meters and backflow prevention devices for new construction and building assignments and existing facilities.
- (d) The Concessioner will be charged for water usage from meters read at the following locations:
- Jenny Lake Store: In the vault outside the store on the south side of the building between the store and the visitor center.
 - Jenny Lake Lodge: In front of the chlorinator building within the pump house reservoir area.
 - Jackson Lake Lodge: In the employee housing area on the northwest side, located in a meter pit.
 - Colter Bay Employee Dorms/Trailer Park/Village Station: Central meter to the right of the access road.
 - Colter Bay Employee Trailer Park #2: In the campground meter pit across from the ranger dorm.
 - Colter Bay RV Park and Store: In a meter pit east of the store.
 - Colter Bay Shower/Laundry: In a meter pit on the east side of the laundry.
 - Colter Bay Marina: In a meter pit south of the visitor center 100' from the fire hydrant.
 - Colter Bay Cabin Area: In a meter pit on the left of the road to the cabin area (first pit).
 - Colter Bay Restaurant Building: At the grill in the boiler room.
 - Colter Bay Convenience Store and Service Station: In the back of the store.
 - Colter Bay Campground: In the vault near the four-way stop at the campground entrance.
 - Gros Ventre Campground: In the well-house.
 - Jenny Lake Campground: In the vault across from the shower building.
- (e) Brinkerhoff. An independent groundwater well serves as the water system for the Brinkerhoff Lodge and Caretaker's Cabin. The Water System Operator is responsible for

operating and testing the Brinkerhoff water system in compliance with EPA regulations and Applicable Laws regarding the transient non-community water system.

- Prior to occupancy of the Caretaker's Cabin and operation of Brinkerhoff Lodge, the Concessioner must ensure completion of the Seasonal System Startup Checklist as determined by the EPA regulations.
 - The Concessioner is required to complete applicable testing including, but not limited to monthly bacteria testing and annual nitrate testing, as determined by EPA regulations.
- (f) The Concessioner will Repair or replace any water system damage within the Concession Facilities and/or damage occurring beyond the Concession Facilities that results from Concessioner operations or activities, the Concessioner's agents, and/or its employees while working or operating equipment.
- (g) The Concessioner is responsible for the following procedures prior to opening any facility that has been closed:
- Waterlines will be super chlorinated before initial use.
 - In cases where super chlorination is not possible, lines will be thoroughly flushed with potable water. After lines are flushed, a steady stream of water must flow from spigots until demand creates a constant flow.
- (h) The Concessioner is responsible for having approved backflow devices on all outside spigots.
- (i) The Concessioner responsible for testing all backflow devices annually by a certified Backflow Tester. Records of annual testing will be maintained and made available to the Service, upon request.
- (j) The Concessioner is responsible for testing for leaks within the Concession Facilities and repairing leaks.
- (k) The Concessioner is required to promptly report emergency water line repairs.
- (l) The Concessioner will provide the Service with facility occupancy dates for the activation and deactivation of Service systems used by the Concessioner when opening and closing dates are submitted for approval.
- (4) Sewage. The Concessioner will maintain sewage disposal systems as follows:
- (a) Jenny Lake Store. The Concessioner will maintain all sewage disposal systems and sewer lines within the building and to 5' from the building and all grease traps.
- (b) Jenny Lake Lodge. The Concessioner will maintain all sewage disposal systems and all sewer lines within the Concession Facilities to the point of connection with the lift station. The Concessioner will maintain, Repair and/or replace the septic tank and leach field as needed. At a minimum, the septic tank will be pumped two (2) times per season, and documentation will be provided to the GTNP Business Resources Office, upon request.
- (c) Jackson Lake Lodge. The Concessioner will maintain all sewage disposal systems, grease traps, and sewer lines within the Concession Facilities to the point of connection with the lift station.
- (d) Colter Bay Village. The Concessioner will maintain the sewage system at the Colter Bay Service Station, including the septic tank and leach field. For other Concession Facilities in Colter Bay Village, except the Colter Bay Campground, the Concessioner will maintain all sewage disposal systems and all sewer lines within the Concession Facilities, including grease traps, to the point of connection with the lift station. At a minimum, the septic tank at the Colter Bay Service Station will be pumped one (1) time per year at the end of the season, and documentation will be provided to the GTNP Business Resources Office, upon request.
- (e) Colter Bay Campground. The Concessioner will maintain the sewer lines within the comfort stations. The Concessioner will maintain the sewage system to the D Loop lift station. As hook-ups are installed, the Concessioner will be responsible for maintaining those sewer lines.

- (f) Jenny Lake Campground. The Concessioner will maintain the sewer lines, septic tank, and leach field. The septic tank must be pumped at least one (1) time per year, and documentation must be provided to the GTNP Business Resources Office, upon request.
- (g) Gros Ventre Campground. The Concessioner will maintain all the sewer systems within the campground, excluding Loop E sewer system as displayed in Exhibit D. If additional connections are made, the Concessioner will be responsible for maintaining those sewer lines. Record weekly readings of the pump run time from the pump control panel located at the dump station. Submit the weekly readings in a digital spreadsheet to the GTNP Business Resources Office **within one month after seasonal campground closure or as requested**. The septic tanks must be pumped at least one (1) time per year, at the end of the season, and documentation must be provided to the GTNP Business Resources Office upon request.
- (h) Brinkerhoff Lodge. The Concessioner will maintain the sewer lines, septic tank, and leach field. The septic tank must be pumped at least monthly when in use. Documentation must be provided to the GTNP Business Resources Office upon request.
- (5) Grease Traps. The Concessioner will be responsible for maintaining grease traps. Grease traps must be pumped regularly with documentation provided to the GTNP Business Resources Office, upon request. Grease must be disposed of outside the Area. The Concessioner will notify the Service within 24 hours in the event of a grease trap failure.
- (6) Fuel Tanks
 - (a) Wyoming Permits and Requirements. The Concessioner will provide the Service with copies of all permits and correspondence with the State of Wyoming relating to utilities and underground storage tanks.
 - (b) The Concessioner is responsible for all underground storage tanks (USTs) and above-ground storage tanks (ASTs), including propane tanks within the Concession Facilities. All Maintenance, testing, repairs, Replacement, and fuel spill mitigation will be consistent with applicable regulations and codes. The Concessioner must immediately notify the Teton Interagency Dispatch Center at 307-739-3301 of any fuel spills.
- (7) Pit and Vault Toilets
 - (a) The Concessioner will be responsible for the Maintenance and Repair of vault toilets at the Deadmans Bar Meal Site and the Colter Bay Corrals. The Concessioner will contract to have the vault toilets pumped as needed. The Concessioner is responsible for cleaning the toilets and stocking them with paper.
 - (b) The Concessioner will be responsible for maintaining the toilet facilities at Elk Island.

E) Solid Waste Reduction, Storage and Collection, and Disposal

(1) Guidelines

- (a) The Concessioner will develop, promote, and implement a litter abatement program. Support will include but is not limited to implementing litter clean-up days within assigned areas and providing litter-free messages on appropriate materials and in appropriate locations.
- (b) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessioner is encouraged to purchase and reuse materials to the extent feasible as the first choice in source reduction.

(2) Responsibilities

- (a) The Concessioner will be responsible for collecting all litter, garbage, and solid waste within its Concessions Facilities and for its disposal at the proper county or other landfill areas. The Concession Facilities will be kept free of litter, garbage, and abandoned equipment/vehicles.
- (b) The Concessioner is responsible for keeping the areas within 25 feet of the Jenny Lake Store free of litter and garbage. The Concessioner is responsible for collecting and disposing of the Concessioner provided and serviced solid waste and recycling bins adjacent to the Jenny LakeStore.

- (c) All solid waste, including campfire ash, untreated wood, and tree branches, must be removed from the Area at the Concessioner's expense, and disposed of outside the Area.
- (3) *Receptacles*
 - (a) The Concessioner will provide its own garbage cans and dumpsters. Service garbage cans that are assigned to the Concessioner are detailed in Exhibit E, Assigned Government Personal Property.
 - (b) Garbage cans and dumpsters must be bear-resistant and painted in approved colors.
 - (c) Receptacles will be waterproof, vermin-proof, and covered with working lids.
 - (d) All receptacles will be kept clean, well-maintained, and serviceable.

F) Recycling and Conservation

- (1) *Environmental Management Plan*. The Concessioner will include specific goals, strategies, and actions to implement the following Recycling and Conservation programs in the EMP.
- (2) *Recycling Program*. The Concessioner will develop, promote, and implement a recycling program that fully supports the efforts of the Service. An independent vendor, with the approval of the Service, may provide these services. Recycling service activities that generate noise audible from outside the Concession Facilities are limited to 8:00 am – 8:00 pm. Recycling receptacles must be bear-resistant [exterior] and will be made available in and around Concession Facilities. Interim storage of all recyclable materials must be indoors to prevent access by bears and vermin. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetals, fluorescent tubes, plastics, aluminum, glass, waste oil, waste fuel, antifreeze, batteries, and propane cylinders. Such program will include, but not be limited to, the following:
 - (a) Provide collection bins.
 - (b) Provide processing and compaction equipment for the materials collected.
 - (c) Removal of all material from the Area and transport to an authorized recycling center.
 - (d) Provide access to and use of the recycling program to the Service.
- (3) *Use of Recycled Products*. The Concessioner will implement a source reduction program to minimize its use of disposable products in its operations. The Concessioner will purchase and incorporate environmentally preferred products or services for use and sale. Reusable and recyclable products are preferred over single-service items. Polystyrene and plastics will be used as little as possible, and only polystyrene not containing chlorofluorocarbons may be used. Where disposable products are needed, products will be used which have the least impact on the environment. The use of post-consumer recycled products is encouraged whenever possible.
- (4) *Environmentally Safe Products*. Where practical, the Concessioner will use environmentally safe "green" products and practices that enhance sustainable operations and development and promote the use of recycled oils, tires (re-treads), construction materials, etc. The Concessioner will develop a list of "green" products and acceptable alternatives for use in all operations concerned with auto fleet lubricants and coolants, chemical additives to toilets, and construction materials. The list will be made available for Service review.
- (5) *Water and Energy Conservation*. The Concessioner will implement water and energy conservation measures for each of its operations. As new technologies are developed, the Concessioner will explore the possibility of integrating them into existing operations where potential exists for increased efficiency, reduced water or energy consumption, or reduced environmental impacts. The Concessioner will implement practices to minimize the use of treated water for landscaping Maintenance.
- (6) *Alternative Fuel Vehicles*. The Concessioner should consider using alternative fuel vehicles where applicable.

G) Fuel Storage Tanks, Hazardous Materials and Hazardous Waste Program

- (1) *General*

- (a) The Concessioner will implement hazardous material reduction to minimize and eventually eliminate the use of hazardous chemicals in its operation. The Concessioner will include reduction goals, strategies, and actions in the EMP.
- (b) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous Maintenance waste storage area siting and designs.
- (c) The Concessioner will maintain health and safety standards and take necessary mitigation and corrective measures to ensure healthy working and living environments in all Concession Facilities.
- (d) The Concessioner will periodically conduct audits of the specific work area, identify hazardous products, and, whenever practicable, eliminate these products or replace them with less hazardous alternatives.
- (e) The Concessioner's designated employees will attend hazardous materials and waste management training as made available by the Service or through outside sources. Training will include Hazardous Communication Standard for employees who may be exposed to chemical hazards on the job site and Hazardous Waste Operations and Emergency Response Standard for employees who may be exposed to hazardous substances in certain specific job-related duties.
- (f) The Concessioner must maintain leak detection methods and/or systems for all fuel tanks and associated equipment, such as underground and aboveground piping, hoses, and dispensing systems within the Concession Facilities in accordance with Applicable Law. The Service must approve all such methods and systems before the Concessioner implements them. The Concessioner must maintain fuel storage tank system leak detection and Maintenance logs and make such logs available to the Service upon request.
- (g) The Concessioner must provide Stage II dispensing systems for all landside gasoline fuel dispensing systems.
- (h) The Concessioner must provide breakaway devices for all fuel dispensing system hoses.
- (i) The Concessioner must provide secondary containment for any new fuel tank systems and replacement equipment to the extent feasible and appropriate unless otherwise required by Applicable Laws. (Propane and natural gas systems are excluded from this secondary containment requirement).
- (j) The Concessioner must submit all plans for any work involving fuel systems, tanks, or soil or groundwater remediation to the Service for approval prior to starting any such work.
- (2) *Underground and Above Ground Fuel Storage Tanks.* The Service must approve all plans for any work involving underground and above-ground fuel storage tanks, tracer probes, monitoring wells, removal of contaminated soil, groundwater remediation work, etc. The Concessioner must comply with all Applicable Laws regarding fuel storage tanks.
- (3) *Hazardous Substances*
 - (a) The Concessioner must minimize the generation of hazardous waste, universal waste, and miscellaneous Maintenance waste to the extent feasible.
 - (b) The Concessioner must, to the extent feasible, recycle hazardous waste, universal waste, and miscellaneous Maintenance waste including, but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
 - (c) The Concessioner must follow conditionally exempt small quantity generator (CESQG) requirements, as defined in federal regulations, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
 - (d) The Concessioner must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations

- (e) The Concessioner must provide secondary containment for hazardous substances storage in situations in which there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for hazardous substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks, and on vessels.
- (f) The Concessioner must store all flammable hazardous substances materials in UL-approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association.
- (g) The Concessioner will notify the Teton Interagency Dispatch Center without delay when a release of hazardous or non-hazardous chemical or biological product occurs. Proper corrective, cleanup and safety actions must be implemented immediately.
- (h) Vehicles and operators transporting hazardous materials must be Department of Transportation (DOT) certified and/or registered. Operators must be knowledgeable of local emergency response and personal safety protocols. In the event of a vehicle accident and potential catastrophic vehicle fluid spill, vehicle operators will be equipped with a radio or cellular phone for immediate reporting and to help ensure a rapid response. All individual fleet and public service vehicles should, at a minimum, carry a spill kit to contain spilled fluids.

H) Grounds and Landscaping

- (1) The Concessioner will be responsible for landscaping, grounds care (watering, mowing, weeding, fertilizing, pruning, etc.), and improvement of assigned areas, as defined on the maps in Exhibit D. Plans for such landscaping and all plant species used in landscaping must have prior Service approval. As such, the Concessioner must submit a Landscape Plan outlining all landscaping initiatives planned for the next operating season **within 180 days following the Contract effective date** and annually by the **second Monday in October**.
- (2) The Concessioner will be responsible for maintaining landscaping around structures to Area approved standards for wildland-urban interface clearing. The Concessioner will consult with the GTNP Business Resources Office to determine the appropriate application of the standards within assigned areas. Initial clearing should be done within 12 months of the effective date of the Contract. The Concessioner will continue to maintain landscaping to the Service-approved standards. Disposal of refuse, debris, and salvageable material from clearing are subject to Service regulations and policy.
- (3) The Concessioner will consult with Service in advance of any project to determine revegetation requirements.
- (4) The Concessioner will emphasize water conservation in landscaping operations.
- (5) Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Area.
- (6) The Concessioner will conduct its business and daily activities in such a manner as to minimize impacts on the natural scene. This will involve protecting native vegetation and controlling erosion.
- (7) The Concessioner will survey for and control Wyoming State Designated Noxious Weeds and Teton County Declared Species. They will create an annual invasive plant treatment plan in consultation with the Service, request prior approval for pesticide use, and execute the plan.
- (8) The Concessioner will be responsible for the placing and daily cleaning of cigarette receptacles within the Concession Facilities. The Concessioner will be responsible for keeping the Concession Facilities free and clear of safety hazards (broken glass, sharp objects, etc.).
- (9) The Concessioner will paint all fire hydrants with a Service approved color on a regular schedule.
- (10) **Hazard Tree Removal.** Hazard Tree refers to a tree with a significant flaw that makes that tree an actual risk when coupled with a location in an identified public use area or Concession Facility. The Concessioner is responsible for all Hazard Tree removal within the Concession Facilities. All hazard trees must be evaluated in compliance with the Area Hazard Tree Removal Plan, available upon request.

- (a) Within developed areas and road prisms, trees 6 inches diameter breast height (dbh) or less, with the potential to cause property damage or safety concerns either directly or indirectly (visibility obstructions), may be removed without consultation with the Service. All other Hazard Trees must have Service approval before removal.
 - (b) For a tree to be considered hazardous and eligible for removal through the Area Hazard Tree Removal Plan, it must meet three requirements:
 - Have a perceived flaw (failure and/or defect).
 - Due to its location, have a perceived threat to people, property, or resources.
 - Be greater than 6 inches in diameter.
- (11) *Combustible Vegetation Removal.* The Landscape Plan should include the following:
- (a) Remove combustible vegetation from the grounds around Concession Facilities including thinning continuous tree and brush cover, removing dead limbs, fallen trees and leaves, twigs, and tree cones within 30 feet to create a low fuel density safety zone around all Concession Facilities. Vegetation should not be touching Concession Facilities.
 - (b) Tree branches will be pruned to 10 feet above the ground for all trees within 30 feet of Concession Facilities. Trees should not be touching Concession Facilities.

I) Pest Management

- (1) In consultation with the Service, the Concessioner will develop a documented Integrated Pest Management Program (IPMP) **within 180 days of effective date of the Contract** and annually, if there are proposed changes. The program will define all species requiring mitigation efforts and what those mitigation activities include, the nature and frequency of treatment, approved chemical lists, etc. As part of its IPMP, the Concessioner must conduct pest management activities, including prevention/exclusion, abatement, reporting, and monitoring, in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS Director's Order 77-7 Chapter 2, NPS Reference Manual 83, and the Area IPM Plan. Application of any herbicide or pesticide or engaging in pest control or non-native species activity in buildings, residences, or grounds/landscape materials will be in accordance with the IPMP.
- (a) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
 - (b) The Concessioner must obtain Service approval prior to controlling weeds/pests utilizing chemicals or by other means, including approval prior to contracting with a third party to applying chemicals/pesticides. The Concessioner will review specific issues with the Area's Integrated Pest Management Coordinator. Any Concession employee or contractor that applies herbicide/pesticides must hold a Wyoming Department of Agriculture Pesticide Applicator License or work under the supervision of a holder.
 - (c) The Concessioner is required to submit to the GTNP Business Resource Office on or before **December 31** of each year a Pesticide Request Form requesting approval of anticipated pesticide use for the following year and a Pesticide Use Log which tracks the pesticide use for the current year. A template of these forms is available upon request to the Service.
 - (d) The IPMP program should specify conditions when small mammal euthanasia is recommended for rabies testing and/or that Area Fish and Wildlife Branch staff need to be notified/consulted before euthanasia occurs. Bats that have been in sleeping quarters with humans should be collected and tested for rabies, but bats with no known exposure to humans should not be collected and euthanized.
 - (e) Removal of mammals and birds other than bats and mice will only occur with prior coordination with the Service. The Service will undertake actions regarding non-routine wildlife removals/relocations if deemed appropriate by the Fish and Wildlife branch. Removal responsibility may fall to the Concessioner on a case-by-case basis as directed by the Service.
 - (f) The Concessioner is permitted to undertake routine removal of small mammals like mice and individual bats in accordance with NPS guidance. Removal of small mammals must be

limited to individual animals entering facilities. Removal should not include entire colonies of bats.

- (g) From May 1 through September 30, bats should be excluded from inside the building, but outside exclusions (or 1-way exclusions) should NOT be done to avoid trapping bats, especially young bats that cannot fly yet and are dependent on their mothers.
- (h) Destructions of birds or their eggs violates the Migratory Bird Treaty (16 U.S. Code § 703-712). Nests (cup, stick, or mud) may be removed from buildings when they present a health concern or are a nuisance to business operations, only when there are no eggs or birds in the nest. Nests may be removed from buildings when they are either 1) unoccupied or 2) in the obvious stages of construction, i.e., not fully formed; adults bringing sticks, mud, or other materials to nest; and there is no potential for eggs or young to be in nest based on visual inspection or adult behavior of incubation or feeding young. Once a nest is fully formed, it should be left in place until at least August 15. After August 15, the Concessioner may remove unoccupied nests if they can be certain there are no eggs or birds in the nest. Continuous observation of at least 1 hour is often necessary to ensure that the nest is not occupied and that adults are not bringing food to the young. Waiting until at least September 15 to remove nests will eliminate the potential for destroying eggs or young but check the nest for activity before removing it. If there is any question of eggs or young being present in the nest at any time, the Concessioner will coordinate with Area Wildlife staff to arrange for an on-site survey prior to nest removal. Netting or other deterrents should be put on buildings with recurrent bird nesting problems.
- (i) The Concessioner must eradicate any pest infestation in personal or other property and all Concession Facilities, including but not limited to infestation that requires fumigation/tenting for termites, bedbugs, or other pests.
- (j) The Concessioner will review and execute the February 20, 2018, Managing Bat and Rodent Exclusion and Intrusion in Concession Operations technical bulletin when managing bats and rabies exposure.
- (k) A licensed pest control contractor will inspect all Concession Facilities on a regular cycle of not less than **once every five (5) years** after an initial inspection. The initial inspection will be performed **within one year of the effective of this Contract**. The inspection report will be submitted to the GTNP Business Resources Office.
- (l) The Concessioner will survey for and control Wyoming State Designated Noxious Weeds and Teton County Declared Species. The Concessioner will incorporate into its IPMP an annual invasive plant treatment plan in consultation with NPS.

J) Signs

- (1) The Concessioner is responsible for ensuring that its signs are compatible with Service sign standards as determined by the Superintendent. All new sign installations must be approved in advance by the Superintendent. No handwritten or typed signs will be permitted within Concession Facilities unless the Service approves exceptions.
- (2) Public signs for which the Concessioner is responsible must be appropriately located, accurate, attractive, and well-maintained. Signs of a permanent nature must be prepared professionally, appropriate for their purpose, and consistent with Service guidelines, including but not limited to, Director's Order 52C, Park Signs.
- (3) The Concessioner will be responsible for installing, maintaining, and replacing all interior and exterior signs relating to its operations and services within its Concession Facilities. Examples of this responsibility are signs identifying the location of functions (when attached to Concessioner-operated buildings or on grounds assigned to the Concessioner), signs identifying operating services and hours, and signs identifying the Concessioner's rules or policies.
- (4) The Concessioner will provide Service-approved bear warning signs to be placed on garbage cans, dumpsters, and picnic tables within its Concession Facilities.

K) Roads, Parking Areas, Walkways, and Trails

- (1) *Roads, Parking Areas, Walkways, and Assigned Trails*

- (a) The Concessioner is responsible for grading, resurfacing, surface repair, patching, striping, and debris and hazard removal from roads, parking areas, assigned trails, and walkways within the Concession Facilities.
- (b) The Concessioner is responsible for complying with the ADA and ABA within the Concession Facilities.
- (2) *Authorized Trail Maintenance*
 - (a) The Concessioner will clear authorized horse trails assigned for trail rides as necessary.
 - (b) The Concessioner and the Service will coordinate and plan any authorized trail maintenance work beyond clearing.
- (3) *Snow Removal*
 - (a) The Concessioner is responsible for managing snow and ice removal from Concession Facilities to maintain facilities and paths of travel as necessary. The Service must approve any chemical used for removing ice in advance.
 - (b) The Concessioner is responsible for marking and covering fire hydrants with hydrant covers and snow stakes and removing snow from around hydrants within the Concession Facilities.
 - (c) The Concessioner is responsible for all snow removal on roads within the Concession Facilities except for the areas outlined under Service Responsibilities.

L) CFIP Project Implementation Plan

- (1) The Concessioner must submit to the Service **within 120 days** of the Contract effective date a detailed Project Implementation Plan for the real property improvement projects listed in Sec. 9 (d) Concession Facilities Improvement Program of the Contract.
- (2) The Plan must demonstrate how the Concessioner will provide project oversight, schedule projects to meet project timelines and achieve on-time and within budget project execution, and coordinate with the Service on additional project specific procedures contained in Exhibit F1. The Project Implementation Plan is a living document and must be updated as projects develop and are implemented. The plan must be available upon request.

M) Deferred Maintenance (DM)

- (1) The Concessioner must cure, within the first two years of the Contract's term, all DM and legislatively mandated (LM) work for all Concession Facilities (hereinafter collectively referred to as deferred maintenance or DM). In the first year of the Contract, the Service will work with the Concessioner to develop a prioritized and comprehensive list of DM task orders. The Service will provide the Concessioner the list of work orders previously provided as an appendix to the Prospectus, which is a point-in-time list of work orders the Service believes properly represents the DM that will need to be cured at the start of the Contract. Conditions and quantities at the start of the Contract may vary from the descriptions and quantities provided in the list. Curing of the DM will not be accomplished with funding from the Component Renewal Reserve.

N) Concessioner Responsibilities by Service Type

- (1) *Overnight Lodging*
 - (a) Public Areas.
 - Signage: All signage should be well maintained and accurate. Any signs that have been defaced or removed must be replaced within seven (7) days. If the sign addresses a life safety issue, it will be replaced immediately with a professional looking temporary sign.
 - Restrooms: Fixtures and equipment will be fixed immediately upon notification of a problem. No bathroom fixture will be left out of order for more than 24 hours.
 - (b) Furniture and Equipment Repair/Replacement.
 - Case goods will be well maintained and repaired to ensure a pleasant and safe guest experience. Any scratches and/or defacement of case goods will be fixed, or the piece of furniture will be replaced prior to the room being rented.

- All case goods will be replaced or refurbished at least once every 15 years, based on current age, and expected life cycle, or sooner if a furnishing does not meet the facility standards.
- Soft goods: Soft goods and mattresses will be clean and free from any stains, holes, or tears. Soft goods will be replaced every five (5) years or sooner if the condition warrants it. Mattresses will be replaced every 10 years or sooner if the condition warrants it. An adequate inventory of replacement soft goods will be kept on hand to replace damaged soft goods prior to renting the guest room. Replacement requirements for soft goods and mattresses will be the same for guest and employee items.
- The Concessioner must consider and acknowledge contributing Historic interiors and plan appropriate personal property purchases.

(2) *RV Park and Campgrounds*

- (a) Sites with electrical hook-ups will have 20, 30, or 50 amperes and must be well maintained and operable.
- (b) The sites must be maintained so there is minimal leveling required for RVs.
- (c) Roads, parking pads, camping areas, and restrooms will be kept free of vegetation, including overhanging limbs that impact access and vehicle mobility.

(3) *Service Stations*

- (a) Regulations. The service stations will comply with all Applicable Laws regarding the safe operation and Maintenance of service stations.
- (b) Fuel Dispenser Maintenance.
 - The Concessioner will ensure that a qualified professional maintains fuel dispensers and other equipment. Any contractor used by the Concessioner will be subject to the same standards as the Concessioner.
 - The Concessioner will calibrate the weights and measures annually. The calibration will be conducted by a state or local sealer. Each pump will have a current seal indicating it is within the prescribed tolerance.
 - All dispensing systems, including nozzles and hoses, will be inspected weekly to ensure they work properly to minimize gasoline vapor losses. All repairs will be made immediately. Dispenser nozzles will be outfitted with automatic shut-off devices.
- (c) Fuel Storage Tanks.
 - Storage tanks must be inspected after every fuel drop to ensure the equipment is in good working order. Defective parts must be repaired or replaced within seven (7) days of discovery.
 - The tank system must be well maintained and properly serviced. The release detection system must be properly working and always enabled, including the overfill alarms and shut-off devices.
- (d) Commercial Fuel Deliveries. The Concessioner will comply with all Applicable Laws, including, without limitation, 40 CFR Sec. 280.30. The following procedures will be followed:
 - All fill ports always remain locked, except when filling tanks.
 - The fuel vendor must contact the Concessioner for access to fill port.
 - Prior to fueling, the Concessioner will verify the fuel vendor's license/bond/insurance.

- The quantity of fuel ordered must be verified through tank records before dispensing can begin.
- Upon completion, the fuel vendor representative must contact the Concessioner before leaving the area.
- The Concessioner will ensure the fill port is locked and that no spills have occurred.
- In the event of a spill, the Concessioner will immediately notify the Teton Interagency Dispatch Center at 307-739-3301.

(4) *Marina: Fuel Dock*

- (a) To provide enhanced environmental protection, breakaway devices will be provided for the marina fuel dock dispensers.
- (b) Automatic shut-off devices are prohibited on marina fuel dispenser nozzles.
- (c) The Concessioner will be responsible for installing and maintaining protection barriers and leak and detection monitoring devices to protect the dispensing equipment.
- (d) All equipment listed as necessary in the Spill Prevention Countermeasures and Control (SPCC) Plan will be on-site and maintained in good working order.

(5) *Marina: Sewage Pump-out*

- (a) The Concessioner will provide sanitary pump-out facilities at the fuel dock or other convenient locations. Sanitary pump-out facilities will not be used to pump fuel or oil-contaminated bilge.
- (b) The Concessioner will provide and maintain adequate signage detailing pump-out stations' location and proper usage.

(6) *Corral Maintenance*

- (a) The Concessioner will keep corrals clean and free of an accumulation of manure.
- (b) Manure must not be stockpiled and must be removed from the Area at least weekly.

(7) *Swimming Pool Maintenance.* The swimming pool must be maintained in conformance with the Centers for Disease Control and Prevention Model Aquatic Health Code, Director's Order #83A Public Health Protection and Disease Prevention, and any current State of Wyoming regulations for swimming pools.

O) Assigned Government Historic Personal Property

- (1) Exhibit E2 to this Contract lists Government Assigned Historic Personal Property (Government Historic Property) assigned to the Concessioner for appropriate use under this Contract. The Service reserves the right to add or delete items from Exhibit E2 as necessary.
- (2) The Concessioner must develop within the **first year** of the effective date of this Contract a Historic Property Plan (HPP) for the preservation, conservation, care, identification, tracking, and monitoring of assigned Government Historic Property. The Concessioner must submit its Plan to the Service for review and approval. The Plan must address, at minimum, conditions contained in this *Section O (2)-(8)*.
- (3) The Concessioner must maintain Government Historic Property in accordance with Section 7 of the NPS museum preservation guidelines, which can be found at [NPS Conserve O Grams - Museums & Collections \(U.S. National Park Service\)](#).
 - (a) The Concessioner must take appropriate action in accordance with professional preservation and curatorial methods to preserve, protect, and properly care for Government Historic Property.
 - (b) The Concessioner must complete restoration, conservation, or preservation work on Government Historic Property, including routine maintenance and cleaning, in consultation with Service. The Concessioner must obtain written Service approval prior to the start of the work.
 - (c) The Concessioner must obtain written Service approval and conditions to remove Government Historic Property from public use or the associated Land Assignment. The

Concessioner must notify the Service if proper protection ceases to be achievable in a public location. The Concessioner must obtain written Service approval for arrangements or appropriate disposal of the property.

- (4) *Inventory*. The Concessioner must maintain an inventory of Government Historic Property including item identification, location, condition, and pictures. Procedures must not damage, deface or alter property and may be subject to change to incorporate best practices. The Service may request this information.
- (5) *Missing Property*. The Concessioner must inform the GTNP Business Resources Office of any lost or missing property within 24 hours and provide its plan to locate missing property.
- (6) *Altered or Damaged Property*. The Concessioner must notify the GTNP Business Resources Office within 24 hours and provide its plan for the proper remediation of the item. The Concessioner must obtain written Service approval before any removal of property from its location, including any special arrangements necessary for the care and preservation.
- (7) *Assigned Murals at Jackson Lake Lodge*. As part of its HPP, the Concessioner must describe how it will take appropriate action in accordance with professional perseverance and curatorial methods to preserve, protect, and properly care for assigned murals.
 - (a) Outlining curation, restoration, conservation and preservation work, including routine maintenance and cleaning.
 - (b) Interpretation of the murals to visitors in a manner appropriate for the location.
- (8) *Assigned Property at the Brinkerhoff Lodge (Brinkerhoff)*. As part of its HPP, the Concessioner must describe how it will take appropriate action in accordance with professional perseverance and curatorial methods to preserve, protect, and properly care for assigned property. The HPP must include the following information:
 - (a) Outline curation, restoration, conservation and preservation work, including routine maintenance and cleaning.
 - (b) Some of the Government Historic Property items contribute to the Brinkerhoff's historic designation and listing in the National Register of Historic Places. These items are the "Listed Property". The Concessioner must describe the additional measures it will take in the placement, use, care, and interpretation of these furniture and furnishings.
 - (c) Inventory. Describe the frequency and procedures specific to the assigned property at this location.
 - (d) A description of how the Concessioner will interpret the Listed Items to visitors in a manner appropriate for the location.
 - (e) The Service will provide the Concessioner with additional documents providing historic context and information on Listed Property items.

4) PART B – AREA SPECIFIC RESPONSIBILITIES: NATIONAL PARK SERVICE RESPONSIBILITIES

The Service assumes no responsibility for the execution of operations or physical Maintenance work or Replacement of Concession Facilities assigned to the Concessioner except as stated below. The Service will assist the Concessioner in its Maintenance program by assuming and executing the following responsibilities subject to the availability of appropriated funds.

A) Roads, Trails, Parking Lots, and Walkways

- (1) The Service will grade the road to the meal site at Deadmans Bar at the Service's discretion.

B) Snow Removal

- (1) The Service will plow snow on roadways and parking lots in the Jenny Lake Area from May 1 through Oct. 31. From Nov. 1 through March 31, the road is not plowed.

C) Utilities

- (1) *General*

- (a) The Service will Repair or replace any damage to all utility systems assigned to the Concessioner caused by the Service, its employees, or Service-managed construction projects.
- (b) The Service, or the utility company with the easement, will be responsible for all utility systems running through the Concession Facilities.
- (2) *Water and Sewer*
 - (a) The Service will assist with the location and identification of water and sewer lines and make repairs if the damaged section is within an area of Service responsibility.
 - (b) The Service will provide bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws. The Service will perform major rehabilitation on the storage and distribution system, subject to available funding.
- (3) *Shared Water Meters*. Water meters that service both Concessioner and Service locations will be itemized each billing cycle to show deductions for Service usage. Locations with shared water meters: String Lake Restroom from Jenny Lake Lodge, Jenny Lake Campground Shower Building, and E-Loop at Gros Ventre Campground.

D) Signs

- (1) The Service is responsible for all regulatory, traffic control, and information signs that serve the interest of the Area; examples include information signs along roadways, directional signs along trails, and interpretive signing.
- (2) The Service will install, maintain, and replace the main entrance signs, major junction signs, and the North Jenny Lake Junction sign indicating the turn for Jenny Lake Lodge on Teton Park Road.

E) Exterior Fire Equipment

- (1) *Fire Hydrants*. The Service will maintain all fire hydrants on water mains within the Concession Facilities, including Maintenance, Repair, Replacement, and testing.

5) PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The Concessioner must comply with the following Maintenance-related environmental responsibilities. Area-required Concessioner responsibilities described in Part B may provide more specific and/or additional environmental requirements. When in conflict, the Concessioner responsibilities described in Part B supersede those identified in this part. The Concessioner will include specific plans, protocols, and actions in the annual Environmental Management Program (EMP).

A) General

- (1) While performing Maintenance under this Contract, the Concessioner must minimize environmental impacts and utilize principles of Preventive Maintenance, waste prevention and waste reduction, sustainable design, and sustainable practices/principles and incorporate best management practices. The term "Feasible" means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.
- (2) *Preventive Maintenance*. Preventive Maintenance will be utilized to prevent environmental impacts before they occur.
- (3) *Equipment and Materials*. The Concessioner will minimize the use of hazardous chemicals in its operations. Where Feasible and available, the Concessioner will use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed, and use other materials that have additional environmentally preferable attributes.
- (4) *Contractors*. The Concessioner will encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (5) *Purchasing*. The Concessioner will purchase environmentally friendly cleaners and other products to the extent Feasible.

- (6) *Sustainable Design*. The Concessioner will incorporate sustainable design practices to the maximum extent Feasible. These practices will be consistent with the current Service guidelines, including but not limited to those included in the Service Management Policies 2006 and other approved guidance as provided to the Concessioner.
- (7) *Universal Design*. The Concessioner will incorporate universal design practices to the maximum extent Feasible.

B) Air Quality

- (1) The Concessioner must minimize impacts to air quality by using appropriate control equipment and practices to the extent Feasible in performing Maintenance under this Contract.
- (2) The Concessioner must use diesel fuel/heating oil containing no more than 15 parts per million (ppm) sulfur (i.e., ultra-low sulfur fuel) in accordance with USEPA regulations.
- (3) The Concessioner must conduct and document radon testing in year-round employee housing at the start of the Contract, and at each change of occupant or every 5 years, whichever is shorter.

C) Water and Energy Efficiency

- (1) The Concessioner must consider water and energy efficiency in all facility management practices and must integrate water-conserving and energy conserving measures into its facility management practices whenever Feasible.
- (2) In addition to meeting standards established in accordance with Applicable Laws, Concession Facilities equipment and practices must, to the extent Feasible, be consistent with water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where Feasible.

D) Wastewater

- (1) The Concessioner must minimize impacts to water quality caused by the Maintenance performed under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass-through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- (3) The Concessioner must maintain a Maintenance log for wastewater treatment equipment and make the log available to the Service upon request.
- (4) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that could cause stormwater contamination (i.e., storage outside without weather protection).

6) PART D – CONCESSIONER REPORTING RESPONSIBILITIES**A) General**

The Concessioner must provide the Service the following plans and reports for the Service's review and approval according to the frequency and due dates set forth below in Section B, Reporting Schedule.

- (1) *Concessioner Maintenance Plan and Report*. The Concessioner must provide to the Service for review and approval a Concessioner Maintenance Plan and Report (CMPR) that applies to all Concession Facilities. The CMPR must identify projected Maintenance activities in the year prior to the commencement of the work. Work that requires planning and design must be identified in the CMPR the year before planning and design begin. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CMPR must include, at a minimum, the Service Asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed. All Maintenance work order lists issued by the Service will include

Service-specific work order numbers that will be generated and provided to the Concessioner by the Service to be tracked and displayed in the CMPR.

- (2) *Concessioner Project Plan and Report.* The following requirements are in addition to the requirements for the Concessioner Project Plan and Report (CPPR) in Exhibit F2 Component Renewal Reserve Project Procedures. The Concessioner must provide to the Service (for the Service's review and approval) a CPPR to include proposed projects in priority order for the following five (5) years. The CPPR must identify project titles, NPS Asset numbers, project descriptions, justifications, anticipated NEPA and Section 106 planning and compliance, and cost estimates for all proposed fixture replacement, new construction, major rehabilitation, and component renewal projects. If design is planned prior to construction, show the accurate years of design vs. construction in the CPPR. Include work order completion dates and associated work order numbers in the individual project completion reports identified in Exhibit F2. The CPPR for Year 1 through Year 5 must be submitted within 90 days following the effective date of the Contract. The CPPRs for the remainder of the Contract term must be submitted by **first Monday in August**.
- (3) *Monthly Project Status Report.* The Concessioner must provide a monthly project status report for projects including LSI and CRR on the **fourth Monday of every month**. If no status changes have occurred a null report must be submitted.
- (4) *Fixture Replacement Report.* The Concessioner must provide to the Service (for the Service's review and approval) a Fixture Replacement Report (FRR) that documents fixture replacements that occurred in the previous calendar year. The Service will provide the report format.
- (5) *Personal Property Report.* The Concessioner must provide the Service for review and approval a Personal Property Report that documents the Concessioner's schedule for Personal Property Replacement, rehabilitation, and Repair for the next calendar year. The plan must include the property location, specifications, item description, estimated date of Replacement, estimated Replacement cost, expected life of Replacement property, and expected salvage value of replaced Personal Property at the time of Replacement.

B) Reporting Schedule

The following chart summarizes the plan and reporting due dates established by Parts A, B C, and D of this Maintenance Plan.

Report or Plan	Frequency	Due Date
Seasonal Closing and Opening Plan	Initial and Annually	Initially within 180 days following the Contract effective date, and annually by the first Monday in August
Fire Prevention Plan	Initial and Annually	Initially within 120 days following the Contract effective date, and annually by the fourth Monday in April
Fire Prevention Inspection Reports	Annually	Second Friday in June
Alarm Response Reporting Plan	Annually	Fourth Monday in April
Hot Work Policy	Initial	Initially within 90 days following the Contract effective date
Fire Inspections and Hazards	Annually	Third Monday in June
Fire Protection System Inspection, Testing, and Maintenance Plan	Annually	Fourth Monday in April
Fire Protection System (Sprinkler and Alarm) Inspection Reports	Annually	Upon request
Egress Light/Exit Sign Battery Testing Report	Annually	Upon request

Report or Plan	Frequency	Due Date
Portable Fire Extinguisher Inspection and Maintenance Report	Annually	Upon request
Fixed Fire Systems Inspection, Testing, and Maintenance Report	Annually	Upon request
Landscape Plan	Initial and Annually	Initially within 180 days following the Contract effective date and annually by the second Monday in October
Integrated Pest Management Program	Initial and Annually	Initially within 180 days following the Contract effective date, annually if changes.
Pesticide Use Request Form	Annually	December 31
Pesticide Use Log	Annually	December 31
CFIP Project Implementation Plan	Initial	Initially within 120 days following the Contract effective date
Concessioner Maintenance Plan and Report (CMPR)	Annually	Second Monday in November
Concessioner Project Plan and Report (CPPR)	Initial and Annually	Within 90 days following the Contract effective date and annually the by the first Monday in August
Monthly Project Status Report	Monthly	Fourth Monday of every month
Fixture Replacement Report	Annually	First Monday in April
Personal Property Report	Annually	Second Monday in November