

EXHIBIT E MAINTENANCE PLAN

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EXHIBIT E MAINTENANCE PLAN

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 Dry Tortugas National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by concession contract number CC-DRTO001-21 (hereinafter referred to as the "Contract"). In the event of a conflict or apparent conflict between the Contract and this Maintenance Plan, the terms of the Contract, including its amendments, 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This Maintenance Plan will remain in effect until superseded or amended.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.

PART A – GENERAL STANDARDS

1) 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.

The Concessioner must conduct all maintenance activities in compliance with Applicable Laws. Applicable Laws include, but are not limited to, applicable statutes, regulations, and policies, including DOI and NPS Asset Management Plans, NPS Management Policies, and manufacturer recommendations and specifications.

2) Definitions

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

Asset – Real Property that the Service desires to track and manage as a distinct identifiable entity. It 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 - A structure, fixture, or non-removable equipment.

Component – A portion of an Asset or system.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under 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 manner. Deficiencies may not have immediately observable physical consequences, but when allowed to accumulate uncorrected, lead to deterioration of performance, loss of Asset value, or both.

Facility Operations – Operational actions performed by the Concessioner on a recurring basis that meet daily operational needs of Concession Facilities. Typical work performed under Facility Operations includes janitorial and custodial services, snow removal, 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.

Major Rehabilitation – A planned, comprehensive rehabilitation of an existing structure that exceeds fifty percent of the pre-rehabilitation value of the structure.

Personal Property – For purposes of this Maintenance Plan, manufactured items of independent form and utility including equipment and objects 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 Government assigned property.

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 that reoccur on a periodic cycle of greater than one year to sustain the useful life of an Asset or Component. Typical 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 to the original Asset or Component.

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

3) Concessioner Responsibilities

A) In General

- (1) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (2) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the applicable State.
- (3) The Concessioner must obtain all permits required by State or local law, the U.S. Environmental Protection Agency (“EPA”), and other regulatory agencies with jurisdiction over the Concessioner’s activities, and must provide copies of those permits to the Service.

- (4) The Concessioner must follow 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.
- (5) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- (6) The Concessioner may not construct or install real property improvements (including, without limitation, Capital Improvements and Major Rehabilitations) on federally owned property.

B) Environmental, Historic, and Cultural Compliance

- (1) Certain Maintenance actions may be subject to compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
- (2) The Concessioner must submit to the Service, for its review and approval or disapproval, written proposals for all Maintenance actions that may require compliance with NEPA, the NHPA, or other Applicable Laws. The Concessioner must submit the proposals in the format required by the Service.
- (3) The Service may require the Concessioner to prepare an environmental assessment, environmental impact statement, or related documents at its expense for certain Maintenance actions. The Service will assist the Concessioner on proper process and procedure.

4) Maintenance Tracking

- A)** The Concessioner must schedule and track completion of all of the Concessioner's Maintenance actions and associated expenditures in an electronic format acceptable to the Service that is capable of effectively providing the Service the Maintenance information required by this Maintenance Plan.
- B)** The Concessioner must provide the Service with requested Maintenance information on a frequency determined by the Service in an electronic format defined by the Service. This information may include, but is not limited to: (1) outstanding Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal by Asset; and (2) budgeted and actual expenditures by Asset for Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance and Component Renewal. The Service, in consultation with the Concessioner, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.

5) Concessioner Inspections

The Concessioner must conduct inspections of Concession Facilities (no less than annually) to determine compliance with this Maintenance Plan and to develop future Maintenance requirements.

6) Service Responsibilities

Nothing in this Maintenance Plan requires 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.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will 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.

B) 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 Concession Facilities condition documenting 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).

PART B – AREA SPECIFIC MAINTENANCE REQUIREMENTS

1) General

Deficiencies. The Concessioner must notify the Service of any deficiencies on a timely basis to achieve the basic goals described in the Service's Concession Guidelines relative to all services required under the Contract.

Approvals. The Concessioner must anticipate a minimum of 60 days for Service approval of requests for undertaking maintenance activities that require such approval.

2) Signs

- A) Responsibilities.** After execution of the Contract and before the visitor season begins, the Concessioner must provide and install all interior and exterior signs relating to its operations and services. Examples are signs identifying the location of functions within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies. The Concessioner must submit all sign designs to the Service for approval prior to installation.
- B) Location and Type.** At all times during this Contract, the Concessioner must ensure that its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Director's Order 52C, "Park Signs."
- C) Exterior Signs.** To ensure that exterior signs comply with Area sign standards, the Concessioner must obtain prior approval from the Service for all exterior signs.
- D) Temporary Signs.** The Concessioner must replace any defaced or missing sign within seven days of detection. Temporary signs may not be handwritten. If the sign addresses a life safety issue, the Concessioner must replace it immediately.

3) Grounds and Landscaping

- A) General.** The Concessioner must keep the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.), litter, debris, and abandoned equipment.
- B) Waste and Recyclables Receptacles.** The Concessioner must provide, maintain, and empty waste and recyclables receptacles within assigned areas. The Concessioner must obtain Service written approval of the design and location of receptacles.
- C)** The Concessioner must maintain and clean daily any cigarette receptacles within assigned area.
- D)** The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene.

4) Weed and Pest Management

- A)** The Concessioner must bring to the attention of the Service the existence of pests or exotic plants of which it becomes aware.
- B)** The Concessioner must tightly seal supplies, and maintain clean assigned areas, to minimize pests.

5) Boat Mooring Facilities

A) Damage to Service Property. In the event the Concessioner causes damage to any Service property, including the seawall, docks, pilings, bumpers, markers, cleats, or components, the Concessioner must reimburse the Service for the cost of repair or replacement of the damaged area, or repair the area in accordance with Service standards after the Service approves the plan for repairs.

B) Boarding Apparatus. The Concessioner must provide and maintain all passenger boarding apparatus, equipment, docking and mooring lines, and all other related boarding equipment and facilities necessary to provide the services required under the Contract and described in this Operating Plan. All boarding apparatus must be accessible.

6) Vessel Maintenance

A) General Responsibilities

- (1) It is the sole responsibility of the Concessioner to operate and maintain all vessels used to provide required and authorized services.
- (2) The Concessioner must ensure that vessels receive required United States Coast Guard ("USCG") inspections, licenses, and certifications according to all Applicable Laws.
- (3) The Concessioner must perform timely maintenance, including recurring and preventive maintenance, of all vessels in strict conformity with all Applicable Laws, manufacturers' specifications and in accordance with the maintenance and cleaning requirements specified in this Maintenance Plan.
- (4) The Concessioner may not conduct any maintenance work within the Area, except corrective maintenance required to repair the vessel to be able to return to Key West from the Area.
- (5) The Concessioner must maintain interior and exterior paint on vessels free of chips and scratches, and touch up interior and exterior paint as necessary.
- (6) The Concessioner must inform the Service at least 30 days in advance of scheduled vessel maintenance activities that will result in a vessel being out of service. The Concessioner is solely responsible for any associated costs of providing the required services under the Contract while a vessel is out of service.
- (7) The Concessioner must schedule all major maintenance activities that result in a vessel being taken out of service during after-hours periods or during the low season, such as during the months of August through October.
- (8) The Concessioner must notify the Service within 24 hours of discovering or sustaining any damage to the vessels. The Concessioner must repair damage to the vessels within seven days of occurrence. When extenuating circumstances prevent meeting this standard, the Concessioner must request Service approval for an extended repair period.

B) Maintenance Recording System

- (1) The Concessioner must maintain an up-to-date, computerized, industry standard fleet management program ("maintenance recording system") for all vessels. Minimum information for each vessel must include:
 - (a) Make;
 - (b) Model;
 - (c) Year;
 - (d) Hull or serial number;
 - (e) Documentation or license number;
 - (f) USCG Certification of Inspection and Stability Letter;
 - (g) Preventive maintenance reports;
 - (h) Vessel maintenance and inspection reports. Such reports shall include the mechanic's diagnosis and proposed future actions; and
 - (i) Component change-outs.
- (2) The Concessioner must keep all reports generated by the maintenance recording system (including, but not limited to, preventive maintenance inspection reports, daily vessel inspection reports, and equipment breakdown logs) for the term of the Contract. The Concessioner must provide these electronic records to the Service upon request.

- C) Updates and Modifications.** The Concessioner must obtain the Service's written approval to modify, retrofit, upgrade, or refurbish any vessel, or acquire or dispose of any non-primary vessel. The Concessioner must update the vessel listing and provide it to the Service after completing the action.

D) Pollution Prevention Equipment

- (1) *Fuel/Air Separators*. The Concessioner must provide fuel/air separators for vessel fuel vent lines in accordance with Applicable Laws.
- (2) *Discharge Controls*.
 - (a) Sewage. The Concessioner may not discharge any treated or untreated sewage ("blackwater") overboard into any waters at any time. The Concessioner must retain all sewage waste onboard within the appropriate EPA and USCG certified Marine Sanitation Devices (MSDs) and pumped off the vessel into the appropriate waste discharge facilities meeting all Applicable Laws.
 - (b) Graywater and Bilgewater. The Concessioner may not discharge any graywater (i.e., water from sinks, etc.) or bilgewater into any waters at any time and must retain all graywater and bilgewater onboard the vessel in the appropriate holding tanks for pump-out and proper disposal at landside facilities.
 - (c) Signage. The Concessioner must equip vessels with signage prohibiting the discharge of oil in accordance with all Applicable Laws, including, without limitation, the Federal Water Pollution Control Act. Vessels must also be equipped with required International Convention for the Prevention of Pollution from Ships, 1973 as modified by the Protocol of 1978/Marine Pollution (MARPOL) signage concerning discharge of solid waste.

E) Regulatory and Quality Control

- (1) *Regulatory Control*. The Concessioner must operate and maintain vessels in a manner consistent with Service requirements (including the Contract) and the regulations of the USCG, the EPA, the U.S. Department of Homeland Security, the U.S. Public Health Service, the State of Florida, and all other Applicable Laws.
- (2) *United States Coast Guard*. The USCG is the federal agency primarily responsible for periodically inspecting the Concessioner's vessels. The USCG determines the frequency by which vessels are inspected. The Concessioner must submit a complete copy of all USCG inspection findings to the Service within 48 hours of receipt from the USCG. The Concessioner must comply with all USCG regulations regarding inspections for all vessels providing the required services under the Contract.
 - (a) Life-Safety Inspection. The USCG will inspect all safety features of the Concessioner's vessels at the Concessioner's expense.
 - (b) Dry Dock Inspection. The Concessioner must provide the Service with a schedule of regularly scheduled days that the vessels will be out of the water for USCG Dry Dock Inspection, and therefore out of service. The Concessioner must, to the best of its ability, take into consideration seasonality, and make reasonable efforts to minimize the number of days when the vessel is out of the water. The Concessioner must provide the USCG Dry Dock Inspection Schedule annually by November 1 for the next Calendar year.
 - (c) Concessioner Responsibilities. The Concessioner must inspect its vessels and assigned areas according to USCG regulations and Service requirements outlined in the Contract and Operating Plan, Exhibit A of this Contract. The Concessioner must maintain a log to record its compliance with this requirement and problems identified. The log must be kept updated and available for Service inspection.
 - (d) Violations. Any USCG or other violation committed by the Concessioner or Concessioner staff must be reported in writing to the Service within 24 hours of its occurrence. A copy of any USCG citation or notice of violation must also be provided to the Service.
 - (e) The Concessioner must equip each vessel to meet USCG standards and the requirements designated by the Service (as outlined in this Contract). The Concessioner must maintain all equipment according to a program of routine inspection, repair and replacement. Repairs must be performed as required and on a timely basis.
- (3) *Small Vessels*. The Service may inspect small Concessioner-owned vessels that may be exempt from USCG inspections. The Concessioner must provide the Service with a daily inspection log for each vessel in its fleet upon request.
- (4) *Best Management Practices*. The Concessioner must implement and conduct a safety inspection, regulatory and quality control program for all vessels using Best Management Practices ("BMPs") of the

marine industry. The Concessioner must update and modify BMPs throughout the term of the Contract. The Service will periodically review this program.

- (5) *Vessel General Permit*. The Concessioner must hold a valid EPA Vessel General Permit and conform to all requirements and specifications of the Permit.

F) Routine Maintenance and Cleaning

- (1) *General*. The Concessioner must provide vessel janitorial service including, but not limited to, picking up trash, cleaning bird droppings, and washing floors stained by bodily fluids, food products, or other activities. The Concessioner must provide seasickness bags onboard.
- (2) *Each Departure*. The Concessioner must inspect and clean vessel restrooms prior to each departure.
- (3) *Daily*. The Concessioner must clean vessels at least once daily, including:
- (a) Cleaning all windows, exterior and interior;
 - (b) Dusting and vacuuming the interior; and
 - (c) Sweeping, vacuuming, or scrubbing all floor areas, as appropriate, including the removal of gum, grease, oil, etc.
- (2) *Semi-Monthly*. The Concessioner must, at a minimum every 15 days, include the following in addition to the daily cleaning:
- (a) Wash all seats, stanchions;
 - (b) Scrub or wash, painted ceiling, sidewalls and floors;
 - (c) Wash and scrub the full exterior and above deck area, excluding the hull; and
 - (d) Not use detergents or any chemical harmful to the water environment if the water will be washed overboard.
- (3) *Damage*. The Concessioner must repair substantial or unsightly damage to the vessel interiors within seven days of occurrence. The Concessioner must notify the Service when extenuating circumstances prevent meeting this standard.
- (4) *Seats and Cushions*. The Concessioner must replace all seats that can no longer be kept clean or cushions that have worn out, have graffiti or stains that cannot be cleaned, or are damaged beyond repair with matching fabric/cushions.
- (5) *Other Equipment*. The Concessioner must maintain, service, and repair all Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials per the manufacturer's recommendations, and replaced as necessary.

G) Annual Vessel Maintenance Plan. As noted in Part D below, the Concessioner must provide the Service with an updated annual "Personal Property Report" that covers all personal property, including vessels. The Concessioner must submit this Plan annually by November 1. In addition to the requirements in Part D, the Concessioner must submit an "Annual Vessel Maintenance Plan" by November 1. The Plan must include the following items:

- (1) *Vessel Preventative Maintenance ("PM") Schedules*. The Concessioner must develop PM schedules for the next calendar year to ensure that the vessels are properly maintained. At a minimum, the vessel PM schedules must adhere to the manufacturer's recommendations. The PM schedule must list what PM tasks will be completed and their frequency. The PM schedule must also list the dates during which the vessels are scheduled to be out of water for maintenance. The plan must include the quality-control process the Concessioner will use to ensure that the PM activities are being completed as scheduled.
- (2) *Other Scheduled Vessel Repair and Maintenance Activities*. The Concessioner must identify any other vessel repair and maintenance activities planned during the next calendar year (e.g., vessel recurring maintenance, repairs, etc.) and provide the Service with a schedule indicating when these activities will occur. The schedule must also list the dates during which the vessels are scheduled to be out of water for maintenance.

(3) *Random Inspections.* The Service may inspect the Concessioner's vessels at any time.

7) Personal Property

- A)** The Concessioner must maintain, service, and repair all Personal Property used in concession operations, including but not limited to furnishings, appliances, machinery, and equipment per manufacturers' recommendations, and replace as necessary.
- B)** The Service may require the Concessioner to replace Concessioner-provided personal property, including furniture and equipment, at the end of its remaining life or when the item presents a safety or environmental issue.

8) Utilities

- A)** The Concessioner must repair or replace, as directed by the Service, any damage to the components of the utility system that results from actions of the Concessioner, its employees, agents, or contractors. The Concessioner must reimburse the Service for Service-completed repairs resulting from the Concessioner's negligence.

9) Fire and Life Safety Systems and Procedures

- A)** The Concessioner must meet USCG standards for fire and life safety systems and procedures.

10) Service Responsibilities

Nothing in this Maintenance Plan requires the Service to conduct Maintenance of Concession Facilities of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Any approval or consent given by the Service of any plan, permit, report, inspection, or any other consent or approval given by the Service 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. The Service may assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of funding:

A) Life Safety

The Service may conduct life safety inspections at its discretion over the course of the Contract term. The Service will contact the Concessioner at the time of the evaluations so that a representative of the Concessioner may accompany the Service evaluator on the inspection.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities and vessels. The evaluation will be based, among other matters, on the application of the Service Facility Condition Standards and Service Commercial Services Review Program (specifically the *Transportation – Passenger Vessel/Ferry and Food and Beverage – Quick Service, Grocery Store, Convenience Store and Souvenir, Gifts, & Recreation Store* standards). The evaluation will be provided to the Concessioner as a record of Concession Facilities and vessels' condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance, including, without limitation, Annual Concessioner Maintenance Plan (ACMP) actions. The findings and results of the evaluation will become part of the basis of evaluating Concessioner performance under the "NPS Concessioner Annual Overall Rating" program.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

The following Concessioner environmental responsibilities are specified for Maintenance. Park-required Concessioner responsibilities provided in Part B may provide more specific and/or additional environmental requirements. When in conflict, responsibilities described in Part B supersede those identified in this part.

1) General

The Concessioner must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact; utilizes principles of Preventive Maintenance, Waste Prevention and Waste Reduction, Sustainable Design and Sustainable Practices/Principles; and incorporates environmental BMPs. Feasible means technically possible, economically reasonable, appropriate for the location and the use identified, and consistent with industry best management practices.

2) Air Quality

- A)** The Concessioner must minimize impacts to air quality in Maintenance under this Contract through the use of appropriate control equipment and practices.
- B)** The Concessioner must use diesel fuel/heating oil containing no more than 500 parts per million (ppm) sulfur (i.e., low-sulfur fuel).
- C)** The Concessioner must obtain Service approval to use halon fire suppression systems.

3) Hazardous Substances

- A)** The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- B)** The Concessioner must provide secondary containment for Hazardous Substances storage where 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.
- C)** All flammable Hazardous Substances materials must be stored in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.

4) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- A)** The Concessioner must minimize the generation of Hazardous Waste, Universal Waste, and miscellaneous maintenance waste where feasible.
- B)** The Concessioner must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, 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 obtain approval from the Service for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- D)** If a Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste as defined under Applicable Laws, the Concessioner must follow small quantity generator (SQG) requirements related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- E)** The Concessioner must manage Universal Waste as defined under Applicable Law (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.

5) Pest Management

- A)** The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- B)** The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Area IPM Plan.

- C) The Concessioner must obtain Service approval to control pests utilizing chemicals or by other means. The Concessioner must submit by January 15 of each calendar year a Pesticide Use Request Form for anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year.
- D) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- E) The Concessioner must obtain Service approval to use contracted pesticide applicators

6) Solid Waste Reduction, Storage and Collection and Disposal

- A) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- B) The Concessioner must develop, promote, and implement a litter abatement program.
- C) The Concessioner must provide, at its own expense, an effective management system for the collection, storage, and disposal of Solid Waste generated by its facilities and services as well as Solid Waste generated by the visiting public at its facilities.
- D) As part of its Solid Waste management system, the Concessioner must develop, promote, and implement a recycling program for all Area-specified recyclable materials that fully supports the Service's recycling efforts. Area-specified recyclable materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum, and glass. The plan must also address large items such as computers and other electronics, white goods, and other bulky items.
- E) Solid Waste collection and disposal must be conducted on a schedule approved by the Service, on a frequency as necessary to prevent the accumulation of waste.
- F) Solid Waste that is not recycled must be properly transported and disposed of at an authorized sanitary landfill or transfer station. Recyclables must be transported to an authorized recycling center.
- G) The Concessioner must obtain Service approval for any contracted Solid Waste services.

7) Water and Energy Efficiency

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

8) Wastewater

- A) The Concessioner must minimize impacts to water quality in maintenance under this Contract through the use of appropriate control equipment and practices.
- B) 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.
- C) The Concessioner must maintain assigned wastewater treatment systems in accordance with Applicable Laws. The Concessioner maintenance logs for wastewater treatment equipment must be made available to the Service upon request.
- D) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that would cause storm water contamination (e.g., storage outside without weather protection).

PART D – CONCESSIONER REPORTING RESPONSIBILITIES

1) General

The concessioner must submit the following plans and reports to the park for review and approval according to the frequency and due dates defined the following Reporting Schedule.

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

Report or Plan	Schedule	Due Date
Personal Property Report	Annually	November 1
Pesticide Use Log and Request Form	Annually	January 15
Annual Vessel Maintenance Plan	Annually	November 1
USCG Dry Dock Inspection Schedule	Annually	November 1
Violations	If they occur	Within 24 hours of occurrence

Effective _____, 20__