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MAINTENANCE PLAN

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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 Statue of Liberty National Monument (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This plan will remain in effect until superseded or amended.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.

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 applicable Service standards, DOI and NPS Asset Management Plans, NPS 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 of Components of historic 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 Component Renewal 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.

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 meet the 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 conduct such work.

- (b) The Concessioner, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
 - (c) The Concessioner, where applicable, must obtain the appropriate permits required by federal, state or local law and must provide copies of the permits 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 Capital 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.
- (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 that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
 - (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) Concessioner Reporting Responsibilities (See Part D for detail)
- (4) Maintenance Tracking

The Concessioner must fully develop, implement, and administer a Computerized Maintenance Management System (CMMS) within the first year of the Contract. The Service, in consultation with the Concessioner, will define the specific requirements for providing the required information, including data export formats, required fields, and data structure. The Concessioner must use the CMMS to record and track all maintenance and projects (i.e., construction) performed on Concession Facilities. The Concessioner must ensure that the Service has access to and use of all data recorded in the CMMS (i.e., via reports), during the Contract term and for a period of five (5) years thereafter. During the interim, prior to the CMMS system implementation, the Concessioner is required to track and report maintenance to the Service

(5) Concessioner Inspections

The Concessioner must conduct inspections of Concession Facilities (no less than annually) to track its compliance with this Maintenance Plan and to compile information that will aid in the development of 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 National Park 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 identified in the Maintenance Plan. 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 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 in 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

A) Concessioner Responsibilities

(1) General

- (a) Deficiencies: The Concessioner must correct any Deficiencies on a timely basis to achieve the goals described in the Service's Concessioner operational performance standards relative to all services required under the Contract. The Concessioner must anticipate a minimum of 60 days for Service approval of requests for undertaking Maintenance activities that require such approval. Refer to Exhibits F1 and F2 for project procedures.
- (b) Exterior: The Concessioner must maintain the structural and architectural integrity of the Concession Facilities at all times, including performing the following activities:
 - 1. Roofs. The Concessioner must inspect roofs on an annual basis to ensure that roofing materials are intact and free of deterioration that may affect structural quality and protection of the building envelope, and that adjacent vegetation or overhanging tree limbs are not in contact with the roof or building.
 - 2. Gutters, downspouts and roof drains. The Concessioner must ensure that gutters, downspouts, and roof drains are in good repair and are in working condition. The Concessioner must inspect and clean gutters, downspouts, and roof drains on an annual basis, at a minimum, to maintain the system free of obstructions and to ensure that they are fully operational.
 - 3. Doors and windows. The Concessioner must, on a monthly basis, inspect and maintain doors and windows to prevent moisture from causing deterioration of materials or structural damage. The Concessioner must maintain seals to prevent dirt and dust from accumulating in the interior of buildings.
 - 4. Structural ventilation. The Concessioner must inspect structural ventilation on an annual basis, at a minimum, and maintain structural ventilation to ensure proper air circulation and to exclude wildlife.
- (c) Interior: The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained at all times, including, at a minimum, the following:
 - 1. The Concessioner must maintain walls and ceilings free of cracks and stains, with a fresh appearance.
 - 2. The Concessioner must maintain clean, operable windows with intact glass. The Concessioner must keep caulking and glazing clean and in good repair.
 - 3. The Concessioner must maintain interior lighting as appropriate for its use. The Concessioner must replace incandescent lights, including incandescent exit lights, with light emitting diode (LED) lights unless an exemption is requested and approved by the Service. The Concessioner must use photo and motion sensors for lighting systems.
- (d) Painting
 - 1. Unless required more frequently per the manufacturer's recommendation or at the Superintendent's direction, the Concessioner must paint surfaces on a regular cycle. For exteriors, not less than once every five (5) years, and interiors not less than once every seven (7) years, unless the Service

approves an exception. The Concessioner must use paint products of the "best quality" from a major manufacturer and a type and color readily available on the open market and approved by the Service. The Concessioner must obtain Service approval for any changes to paint colors. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. The Concessioner may not use oil-based paints without the prior written approval of the Service.

(e) Signs

1. Responsibilities. The Concessioner must provide, maintain, and replace all interior and exterior signs relating to its operations and services within its Concession Facilities as needed or required. Examples are signs identifying areas within Concession Facilities, signs identifying operating services and hours, and signs identifying Concession rules or policies. The Service maintains regulatory signs.
2. Location and Type. The Concessioner must ensure its signs are appropriately located, accurate, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service design guidelines and standards, including but not limited to, Director's Order #52C, Park Signs. The Concessioner must obtain written Service approval prior to any additional sign installation.
3. Temporary Signs. The Concessioner must replace any defaced, damaged, or missing sign within seven days. If the sign addresses a life safety issue, the Concessioner must replace it immediately with a professional looking, temporary sign. The Concessioner must obtain written Service approval to use a handwritten sign.

(f) Walkways.

1. The Concessioner must maintain all walkways within the Concession Facilities. The Concessioner must ensure that paved/unpaved surfaces are safe for pedestrian traffic, and clean and free from litter and other debris at all times.
2. The Concessioner must keep exterior paved areas in a neat and orderly condition to include pressure washing the paved surface areas around the Liberty Cafe patio, the Ellis Cafe terrace, and all kiosks no less than once a month, or as directed by the Superintendent.

(g) Heating, Ventilating, and Air Conditioning Units

1. The Concessioner must inspect HVAC equipment on an annual basis and clean, maintain and operate HVAC equipment in strict accordance with manufacturer's instructions.
2. The Concessioner must perform, when necessary, new installation(s) and Repairs in accordance with manufacturers requirements.
3. The Concessioner must design any new installations to minimize energy consumption.
4. The Concessioner must keep areas adjacent to all heating, ventilation and air conditioning units free of litter, accumulated dirt, and stored items at all times.

(h) Flooring

1. The Concessioner must keep floors clean and free of litter and stains at all times.
2. The Concessioner must keep floor coverings clean, waxed or buffed (if appropriate), free of cracks, chips, and worn places at all times.
3. The Concessioner must keep masonry or flagstone grouting clean and in good repair at all times.
4. The Concessioner must keep wood floors clean and sealed at all times.
5. The Concessioner must keep tile flooring non-slip and free of chips and grout sealed and free of stains at all times.

(i) Structural Fire Management Plan

1. The Concessioner must work with their concession representative to coordinate with the Service's management to ensure the plan is integrated into the Area's structural fire plan. The structural fire and life safety procedures must also be incorporated into its Risk Management Program. The Concessioner must ensure that all Concession Facilities meet federal, state, and local codes. The

- Concessioner must ensure that it installs, operates, inspects, tests, and maintains appropriate fire detection and suppression equipment in accordance with Applicable Laws, including, but without limitation, National Fire Protection Association (NFPA) and International Fire Code (IFC) standards and NPS Reference Manual #58 (including but not limited to RM-58, Sections 16 and 29). The regional Fire Code Official (FCO) will be responsible for enforcing the International Fire Code.
2. The Concessioner must submit to the Service a Structural Fire Management Plan prepared in accordance with 29 C.F.R. 1910.39, according to the schedule noted in the Reporting Schedule table at the end of this Maintenance Plan. The Concessioner must reference this plan as part of the Concessioner's Risk Management Program. The Concessioner must submit this plan each year to the area's U.S. Park Police (USPP), the Area's Facilities Division, and Area's Safety Division.
 3. The Concessioner must follow the STLI Response to Fire Alarm Evacuation SOP.
 4. The Concessioner must provide and maintain fire hoses and nozzles and hose boxes within Concession Facilities where applicable.
 5. The Concessioner must employ a "no tolerance" policy regarding tampering with smoke or fire detectors or fire extinguishers. The Concessioner must report all fires and violations of the law immediately to the Service.
 6. The Concessioner must post a fire or emergency exit plan in each of its buildings.
 7. The Concessioner must conduct routine fire drills of all Concession Facilities as required by NPS RM-58 (Structural Fire Management), including any amendments, supplements or replacements made by the Service throughout the term of this Maintenance Plan. The Service must coordinate all fire drills and training through the Park Safety Officer or their authorized representative. The Concessioner must maintain documentation of fire drills and training and make this documentation available to the Service according to the schedule noted in the Reporting Schedule table at the end of this Maintenance Plan. The Concessioner must submit documentation to USPP, EMS, and the Facilities Division each year.
 8. A proactive fire prevention program must include prompt Repair or Replacement of fire protection systems and life safety systems and Components that are not functioning properly. The Concessioner must submit written scope of work (SOW) on all fire drills and all fire equipment to the Facilities Division and Safety Division seven days before completing work. The Concessioner must not disable the fire alarm system unless a fire watch is put into place.
 9. The Concessioner must submit a written SOW using the Service's Hot Work Permit Form (HW-1) for Maintenance requiring hot work on all fire equipment to the Area Facilities Division and EMS seven days before completing work. The Concessioner must request NPS disabling the fire alarm system during hot work. Concessioner must maintain a fire watch when the fire alarm system is disabled.
 10. The Concessioner must submit a written SOW and material safety data sheets (MSDS) for each kitchen hood system cleaning or Maintenance event, and schedule access to the roof with the Facilities Division. The Concessioner must submit a written work plan for the protection of the Liberty Island Concessions Building (Asset #59926) roof. The Concessioner must ensure roof protection for all work roofs, and the Concessioner must fund repair of any roof damage that occurs as a result of Concessioner access.
 11. The Concessioner must follow the National Fire Protection Association (NFPA), International Fire Code (IFC), and International Building Code (IBC) to develop the appropriate inspection, testing, and maintenance (ITM) plan for each type of fire suppression system and equipment within their assignment. These requirements will vary based on the facility's use, occupancy, construction type, and the types of fire protection systems or equipment (e.g., fire extinguishers) included within the building or structure. Inspection and maintenance conducted by Concessioner staff or a third party must be conducted by a certified fire safety inspector. Prior to work being done, the Service-assigned Fire Code Officer (FCO) must verify and sign off that the inspector/technician meets the certification requirements. The Concessioner must coordinate with the Area Commercial Services Office to provide a signed electronic ITM report to the Area Structural Fire Manager, the Facilities Division; or

other program officials (e.g., Emergency Management System (EMS)) responsible for overseeing the Area Structural Fire Plan. The Concessioner must retain inspection records throughout the term of the Contract and make them available to the Service upon request:

- *Fire Suppression Systems (Sprinkler/Extinguishers)*: The Concessioner must perform periodic inspection, testing, and Maintenance in accordance with the minimum requirements of NFPA 25 (Inspection, Testing, and Maintenance of Water-based Fire Suppression Systems), including monthly visual inspections and semi-annual and annual testing and Maintenance. A licensed sprinkler system contractor must perform semi-annual and annual inspection, testing, and Maintenance.
- *Fire Suppression Systems Other (e.g. Kitchen Hood and Computer Rooms Systems)*: The Concessioner must perform periodic inspection, testing, and Maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code).
- *Fire Detection and Notification Systems (Fire Alarm)*: The Concessioner must perform periodic inspection, testing, and Maintenance in accordance with the minimum requirements of NFPA 72 (National Fire Alarm Code).
- *Emergency Lighting and Illuminated Exit Signs*: The Concessioner must perform periodic inspection, testing, and Maintenance in accordance with the minimum requirements of NFPA 101 (Life Safety Code). The Concessioner must obtain written Service approval for changes to emergency exit hardware and signs.
- *Fire Escapes*. The Concessioner must inspect and maintain fire escapes and exits to provide safe and expedient egress from buildings at all times in accordance with Applicable Laws. The Concessioner must obtain written Service approval for installations of new fire escapes.

(j) Personal Property

1. The Concessioner must maintain in good condition, service, repair, and replace at minimum in accordance with manufacturer's recommendations all Concessioner personal property such as appliances, machinery, and equipment, including parts, supplies, and related materials.

(k) Utilities

1. Electrical: The Concessioner must maintain, repair, or replace all secondary electrical lines and equipment (conduit, fuses, panels, switches, transformers, lines, etc.) within the Concession Facilities. The Concessioner must obtain Service approval for any changes to the utility system.
 - The Concessioner must repair damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.
2. Water
 - The Concessioner must operate, maintain and repair all water system infrastructure and building plumbing systems within the Concession Facilities, with the exception of the water lines within the Liberty Island Retail Pavilion restrooms. The Concessioner must maintain and repair all piping and appurtenances from the building/facility to the nearest meter. The Concessioner must maintain and repair all sub-mains and laterals within the Concession Facilities. The Concessioner must maintain all pressure reducing and air or vacuum release devices downstream of the meter needed to maintain adequate and consistent pressure within the Concession Facilities.
 - The Concessioner must repair or replace, as directed by the Service, any water system damage within Concession Facilities and damage occurring beyond the Concession Facilities that results from actions of the Concessioner, its employees, agents, or contractors.
 - The Concessioner's cross-connection control program must comply with the most current version of the Area's Guidelines for the Control of Backflow and Cross-Connections. The Concessioner must make its plan available to the Service upon request.
 - The Concessioner must maintain backflow prevention devices within the Concession Facilities.

- The Concessioner must implement water conservation measures throughout its operations, in accordance with Applicable Laws.
 - The Concessioner must inspect for leaks on an annual basis and make Repairs within the Concession Facilities as soon as possible.
3. Telephone.
 - The Concessioner must provide and maintain all telephone services, equipment and wiring within the Concession Facilities starting at the user side of utility interfaces.
- (l) Restrooms
1. The Concessioner must maintain restrooms in such a manner that they are clean, safe, odorless, and germ-free.
- (2) Food and Beverage Facilities
- (a) Grease Traps
2. The Concessioner must use a licensed contractor to maintain grease traps according to manufacturer's recommendations, including, but not limited to, scoping sewer lines for inspection of grease build-up, cleaning and pumping grease traps as needed, and cleaning of kitchen hoods prior to pumping grease traps.
 3. The Concessioner must properly dispose of grease outside of the Area.
 4. The Concessioner must track the amount of grease disposed of outside the Area in their Computerized Maintenance Management System (CMMS) and provide this information to the Area Concessions Management Office.
 5. The Concessioner must notify the Service within 24 hours in the event of a grease trap failure.
 6. The Concessioner must track all grease Preventive Maintenance in the Concessioner's CMMS and include it in the Concessioner Maintenance Plan and Report.
- (b) Kitchen Hood and Ventilation
1. The Concessioner must clean kitchen hoods, grease removal devices, fans, ducts, and other appurtenances to remove combustible contaminants prior to surfaces becoming heavily contaminated with grease or oily sludge.
 2. The Concessioner must on a quarterly basis order inspection of entire exhaust systems for grease buildup by a properly trained, qualified, and certified person(s) acceptable to the Park Safety Officer.
 3. The Concessioner must clean the entire exhaust system on an annual basis, at minimum. If an inspection identifies exhaust system contamination from deposits from grease-laden vapors, the Concessioner must have a properly trained, qualified, and certified person(s) acceptable to the Area Structural Fire Chief clean contaminated portions of the exhaust system.
 4. The Concessioner must obtain a written report from the exhaust cleaning company and the person performing the work that specifies areas inaccessible or not cleaned after cleaning or inspection. The Concessioner must submit this report to the Park Safety Officer.
- (c) Kitchen Drain and Sewer Lines
1. The Concessioner must jet or drain lines and adjacent sewer mains that serve kitchen and cooking facilities as needed to prevent grease condensation and buildup.
 2. The Concessioner must collect the discharged grease for proper disposal on a frequency determined by the Service based on the history of the facility and routine Service inspections.
 3. The Concessioner must track all grease Preventive Maintenance in the Concessioner's CMMS and include it in the Concessioner Maintenance Plan and Report.
 4. The Concessioner must maintain the P-traps and appliance lines.
- (3) **Shared structures and locations.** Notwithstanding any provision in this Maintenance Plan to the contrary, the Concessioner Maintenance responsibilities differ for structures and locations the Concessioner shares with the Service. The shared structures and locations include:

- Liberty Island Concessions Building #38 HS-66 (Asset #59926)
- Ellis Island Main Building HS-01 (Asset #60011)

For Concessioner assigned spaces in shared structures and locations the Concessioner is responsible for maintaining, repairing, and replacing the Components and systems that exclusively serve the assigned Concession Facilities. Examples of Components within the Concession Facilities include, but are not limited to interior walls, ceiling, flooring finishes, windows, entrance, and interior doors, plumbing and utility connections, air filters, and equipment that serves the refrigerators and kitchen exhaust systems. The Concessioner must coordinate with the Service to gain access to Service-assigned building systems or equipment outside their assigned space (e.g., roof).

The Concessioner is not responsible for the exterior building envelope such as the roof, foundation, or Components of building systems or equipment (e.g., HVAC, plumbing, utilities, fire suppression systems, etc.) that do not exclusively serve the Concession Facilities.

B) Service Responsibilities

The Service assumes no responsibility for Concession Facilities operations or Maintenance, except as stated below.

(4) Shared structures and locations

The Service is responsible for the exterior building envelope such as the roof, foundation, or Components of building systems or equipment (e.g., HVAC, plumbing, utilities, fire suppression systems, etc.) that serve the entire structure and are not exclusively serving the operation of the Concession Facilities. The shared structures and locations include:

- Liberty Island Concessions Building #38 HS-66 (Asset #59926)
- Ellis Island Main Building HS-01 (Asset #60011)

(5) Roads, Seawalls, Parking Lots, Walkways

- (a) The Service maintains all roads, seawalls, parking areas, parking islands, curbing, sidewalks, and walkways outside the Concession Facilities.

(6) Signs

- (a) The Service maintains all Service regulatory, traffic control, or informational signs that serve the interest of the Area. Examples include information signs along roadways, directional signs along trails, and interpretive signing.

(7) Fire Protection

- (a) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact the Concessioner at the time of the inspections so that a representative of the Concessioner may accompany the Service inspector.
- (b) The Service may consider the Concessioner's performance in meeting fire safety requirements in the annual Risk Management Plan in its evaluation.

(8) Liberty Island Retail Pavilion Restrooms:

- (a) The Service maintains water and sewer lines, and all equipment servicing the Liberty Island Retail Pavilion restrooms.

4) 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 or additional environmental requirements. When in conflict, Concessioner responsibilities described in Part B supersede those identified in this part.

B) General

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.

B) Air Quality

- (1) The Concessioner must, in performing Maintenance under this Contract, minimize impacts to air quality by using appropriate control equipment and practices to the extent feasible.
- (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 U.S. Environmental Protection Agency regulations.
- (3) The Concessioner must obtain Service approval prior to using halon fire suppression systems.

C) Hazardous Substances

- (1) In performing Maintenance, the Concessioner must minimize the use of hazardous substances under this Contract where feasible.
- (2) 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.
- (3) 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.

D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessioner must minimize the generation of hazardous waste, universal waste, and miscellaneous Maintenance waste to the extent feasible.
- (2) 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).
- (3) The Concessioner must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous Maintenance waste storage area siting and designs.
- (4) 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.
- (5) 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) Pest Management

- (1) The Concessioner must conduct pesticide management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in RM-77 (The Natural Resources Management Guideline), Reference Manual 83A (Use of Organic Pesticides, Herbicides & Polychlorinated Biphenyls (PCB)), and the Area IPM Plan.
- (2) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including but not limited to, an infestation that requires fumigation/tenting for termites, bedbugs, or other pests.

F) Solid Waste Reduction, Storage and Collection and Disposal

- (1) 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) The Concessioner must develop, promote, and implement a litter abatement program.

- (3) The Concessioner must provide an effective management system for the collection, storage, and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (4) The Concessioner must develop, promote and implement as part of its solid waste management system, a recycling program for all Area-specified materials that fully supports the National Park Service's recycling efforts. Area-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The Concessioner's recycling program must address large items such as computers and other electronics, white goods and other bulky items.
- (5) The Concessioner must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- (6) The Concessioner must not process recycling (e.g., compacting, grinding, shredding, bailing, etc.) or conduct composting activities within the Area. The Concessioner must collect and transport recyclables to an authorized recycling center on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.
- (7) The Concessioner must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station on a frequency determined by the Service as necessary to prevent the accumulation of waste.
- (8) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

G) 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) The Concessioner must meet standards established in accordance with Applicable Laws, Concession Facilities equipment and practices and with water and energy efficiency standards established for federal facilities and operations. All new equipment must meet Energy Star standards where feasible.

H) Wastewater

- (1) The Concessioner must minimize impacts to water quality caused by 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 assigned wastewater treatment systems, if any, in accordance with Applicable Laws. The Concessioner must maintain a Maintenance log for wastewater treatment equipment, and it must make such 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 storm water contamination (i.e., storage outside without weather protection).

5) PART D – CONCESSIONER REPORTING RESPONSIBILITIES

A) General

The Concessioner must provide to the Service the following plans and reports for the Service's review and approval according to the frequency and due dates defined in Section B, Reporting Schedule. The Service, in consultation with the Concessioner, will define the specific requirements for providing the information, including data export formats, required fields, and data structure

(1) Concessioner Maintenance Plan and Report

The Concessioner must provide to the Service (for the Service's review and approval) a Concessioner Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected Maintenance activities in 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 begins. 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. Maintenance shown in the CMPR must include at a minimum NPS Asset number; work order number, work order subtype (Deferred, Component Renewal, Recurring, Preventive, and unscheduled maintenance), work order title, start date; status; work order completed date, budgeted and actual expenditures.

(2) Concessioner Project Plan and Report

The Concessioner must provide to the Service (for the Service’s review and approval) a Concessioner Project Plan and Report (CPPR) that is applicable to all Concession Facilities. The CPPR must identify new construction, Major Rehabilitation and Component Renewal projects one year prior to the commencement of the individual project. Projects that require planning and design before construction must be identified in the CPPR the year before planning and design begin. The purpose of the CPPR is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement and report project status. Projects shown in the CPPR must include at a minimum the NPS Asset number; work order number, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date.

(3) 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.

(4) Personal Property Report

The Concessioner must provide to the Service (for the Service’s 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 specifications, item description, estimated date of Replacement, estimated Replacement cost, expected life of Replacement property, and expected salvage value of replaced Personal Property at time of Replacement.

(5) Pesticide Use Log

The Concessioner must submit to the Service a Pesticide Use Log which documents the Concessioner’s pesticide use for the prior calendar year.

(6) Pesticide Use Request Form

The Concessioner must submit to the Service (for the Service’s review and approval) a Pesticide Request Form documenting anticipated pesticide use for the next calendar year.

B) Reporting Schedule

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

Report or Plan	Frequency	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	30 calendar days after the Contract term begins, and thereafter on or before December 1
Concessioner Project Plan and Report (CPPR)	Annually	30 calendar days after the Contract term begins, and thereafter on or before December 1

Report or Plan	Frequency	Due Date
Fixture Replacement Report	Annually	April 1 st
Personal Property Report	Annually	30 calendar days after the Contract term begins, and thereafter on or before December 1
Pesticide Use Log	Annually	January 15 th
Pesticide Use Request Form	Annually	January 15 th
Structural Fire Management Plan	Annually	30 calendar days after the Contract term begins, and thereafter on or before December 1
Fire Drills and Training Documentation	Annually	30 calendar days after the Contract term begins, and thereafter on or before December 1
Fire Prevention and Suppression System Inspection, Maintenance, and Testing Reports (ITM)	Annually	30 calendar days after the Contract term begins, and thereafter on or before December 1