EXHIBIT H

MAINTENANCE PLAN

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1) INTRODUCTION

This Maintenance Plan between [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 Yosemite National Park (hereinafter referred to as the “Area”) that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, will prevail. Full compliance with the requirements of the 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This Maintenance Plan will remain in effect until superseded or amended.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.

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 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 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. **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 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 F-1.

(f) The Concessioner must comply with the Component Renewal Reserve procedures and requirements set forth in Exhibit F-2 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) Maintenance Tracking

(a) The Concessioner must schedule and track completion of all of its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must 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. 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.

(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 must 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 to compile information that will aid in the development of future Maintenance requirements.

D) 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 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 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

A) Concessioner Responsibilities

(1) General. The Concessioner must maintain the structural and architectural integrity of the Concession Facilities, including when performing any maintenance work. The Concession Facilities includes, when boundaries are not defined well by a sidewalk or road, are to be a maximum of 50 feet from the buildings and ten (10) feet on either side of paths, walkways, and trails unless otherwise specified in Exhibit D (Assigned Land and Real Property). The Concessioner must repair or replace any damage to a system (e.g. water/wastewater, electrical) within the Concession Facilities and/or damage occurring beyond the Concession Facilities which results from negligence by the Concessioner, the Concessioner’s agents, and/or its employees while working or operating equipment.

(2) Service Approval. The Concessioner must contact the Area’s Business and Revenue Management Division prior to conducting any work. All Repairs and Replacements are subject to Service approval.

(3) Historic Structures. The Concessioner must complete all maintenance and repairs consistent with the Secretary of the Interior’s Standards for Treatment of Historic Properties and the National Historic Preservation Act of 1966, as amended.

(4) Maintenance Staff Qualifications. All personnel conducting Maintenance must have the appropriate skills, experience, licenses, and certifications to conduct such work. Specifically, any employee conducting maintenance, other than routine maintenance (e.g. sweeping, changing light bulbs, etc.) must have a minimum of 18 months experience working on historic structures consistent with the standards noted above.

(5) Permits. The Concessioner must obtain permits when necessary and must provide the Service with copies of all permits to the Business Management Office.

(6) Emergency Repairs. The Concessioner must immediately notify the Business and Revenue Management Division via phone and email when the emergency is discovered. The Concessioner must collaborate with the Service for short and long term resolution to the emergency. The Concessioner must provide appropriate documentation to the Service, within one business day, which presents findings, conclusions, and actions taken by the Concessioner. The report must include for Service review and approval, a proposal of the actions to be taken to address the repair permanently.

(7) Independent Inspections. All independent inspection fees will be borne by the Concessioner.

(8) Painting. The Concession must paint surfaces on a regular cycle, at a minimum for exteriors not less than once every five (5) years and for interior not less than once every seven (7) years, unless required more frequently per the manufacturer’s recommendation or local conditions does not warrant. The Concessioner must obtain written Service approval of paint products prior to painting. The Concessioner must utilize reprocessed, low volatile organic content (VOC), latex coatings when technically feasible and appropriate. The Concessioner must minimize solvent use when oil based paints are used. The Concessioner must maintain data in the CMMS that includes paint type, formulas, and supplier information for all paint products used, including historic colors.

(9) Roofs and Drains, Gutters, Downspouts

(a) Roofs. The Concessioner must inspect roofs annually to ensure materials are intact, free of deterioration that may affect structural quality, and are not jeopardized by adjacent vegetation or overhanging tree limbs. The Concessioner must remove accumulated vegetative matter immediately.

(b) Gutters, Downspouts, Roof Drains. The Concessioner must ensure gutters, downspouts, and roof drains remain attached to each of the buildings and must inspect and clean, at a minimum, each spring and fall to maintain the system free of obstructions and fully operational.

(10) Structural Ventilation. The Concessioner must routinely inspect and maintain structural ventilation to permit air circulation as designed and to prevent the entering of wildlife.
(11) **Foundations and Exterior Walls.** The Concessioner must inspect foundations and exterior walls on an annual basis to ensure each are structurally sound. The Concessioner must maintain foundations and exterior walls to prevent settlement or displacement and must remove accumulated vegetative material immediately.

(12) **Interior Walls and Ceilings.** The Concessioner must inspect interior walls and ceilings routinely to ensure each are free of cracks, peeling, and stains.

(13) **Doors, Windows, Siding, and Trim.** The Concessioner must routinely inspect doors, windows, siding, and trim to ensure moisture is not causing deterioration of materials or structural damage to the building and minimize air filtration through doors and windows. Windows must be free of breaks and glazing must be in good repair.

(14) **Flooring**

   (a) **Carpet.** The Concessioner must replace carpet at a minimum of every six (6) years unless required more frequently per the manufacturer’s recommendation, or local conditions. In the event that the Service determines that carpet scheduled for replacement does not warrant replacement, the Service may allow the Concessioner to postpone replacement until a future date authorized by the Service. The Concessioner must use recyclable and recycled content carpet where feasible.

   (b) **Vinyl, Wood, and Other.** Vinyl floor coverings must be waxed or buffed regularly. Wood floors must be waxed or otherwise sealed, at a minimum, every other year.

   (c) **Exterior Decking.** The Concessioner will dry sweep the deck areas to the extent reasonable and will use a water broom when water is required for health and safety purposes. The Concessioner is responsible for making any necessary repairs to the deck, including replacement. The Concessioner must coordinate any deck repair with the Service.

(15) **Exterior and Interior Lighting**

   (a) **Exterior.** The Concessioner must ensure lights are consistent with Area’s “Yosemite National Park Lighting Guidelines” (2011), available upon request. Exterior lights must be shielded to cast light downward to preserve night skies. Exterior lighting must provide the minimum necessary lighting for visitor safety and security of facilities. The Service must approve new installations.

   (b) **Interior.** The Concessioner must maintain interior lighting as appropriate for its use and where feasible and appropriate, must use photo and motion sensors for lighting systems and replace incandescent lights with energy conserving florescent lights and incandescent exit lights with light emitting diode (LED) lights.

(16) **Personal Property.** The Concessioner must inspect personal property no less than annually and document replacement in its Personal Property Report (as outlined in Part B of this Maintenance Plan). The Superintendent also reserves the right to require the Concessioner to replace this personal property at the end of its useful life or when it presents an issue or does not comply with all Applicable Laws. The Concessioner must maintain and store all personal property not being used in a clean and uncluttered manner.

(17) **Telephone and Internet Service.** The Concessioner must maintain and repair the telephone or internet system within the Concession Facilities.

(18) **Electrical.** The Concessioner must maintain all secondary electrical lines and equipment (conduit, fuses, panels, switches, etc.) from the meter down, within the Concession Facilities, including all fixtures affixed to secondary electrical lines. The Concessioner is responsible for electricity and fixtures in assigned parking lots that service only its facilities. All electrical circuits under its control meet or exceed the standards of the National Electric Code.

(19) **Water and Wastewater.** The Concessioner must maintain and repair the water system within the Concession Facilities, including but not limited to: fire lines (hoses), water pipes, water heaters, faucets, spigots meters and back flow prevention devices for the Concession Facilities. If there are any leaks found within the Concession Facilities, the Concessioner must test and repair. The Concessioner is responsible for having approved back flow devices on all outside spigots. Within
each assigned area, the Concessioner will maintain sewage disposal systems within five feet of the Concession Facilities.

(20) **Backflow Prevention Devices.** The Concessioner must install, maintain, and operate backflow prevention devices in accordance with the most current version of the Yosemite National Park Cross-Connection Control Program using a licensed backflow tester. The Concessioner must document and report any modifications or replacements of backflow prevention devices. The Concessioner must test all backflow prevention devices on an annual basis and submit results to the Service’s Branch Chief of Utilities by **October 31**. The Concessioner must notify the Service of the failure and take corrective action immediately by repairing or replacing any backflow device before water is turned back on. The Concessioner must report all water leaks and sewage spills to the Service immediately, followed by written documentation within twenty-four (24) hours.

(21) **Fire Suppression and Alarm Systems.** The Concessioner must install, if necessary, and maintain all Fire Detection and Suppression Equipment in the Concession Facilities at the direction of the Service. These systems must comply with National Fire Protection code and must be made available to the Fire Marshall upon request. If there are changes to the systems, the Concessioner must obtain prior written Service approval for all design of suppression and alarm systems. The Concessioner must program fire alarm systems to Park Dispatch.

(22) **Grounds and Landscaping.** The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene, including protecting native vegetation and controlling erosion. Adequate steps will be taken to prevent the introduction and importation of exotic plants and species into the Area. The Service is available to assist the Concessioner with information concerning approved plant species for landscaping and residential planting purposes.

(23) **Roads, Trails, Parking Areas, and Walkways.** The Concessioner is responsible for debris, snow, ice, and hazard removal from roads, parking areas, Trails, and walkways within the Concession Facilities. The Concessioner will perform repair and minor maintenance of parking areas, Trails, and walkways within the Concession Facilities.

(24) **Hazard Trees.** The Concessioner is responsible for removing trees from within the Concession Facilities after receiving Service approval, unless there is an imminent hazard.

(25) **Signs.** The Concessioner must install, maintain, and replace all interior and exterior signs relating to its operations within the Concession Facilities. Signs must be compatible with the Service sign standards (Directors Order 52 and Yosemite National Park Directive 28). All new sign installations must be approved in advance by the Service. Handwritten signs are not permitted within Concession Facilities. Any sign, when defaced or removed, must be replaced within seven (7) days. The Concessioner must provide Service-approved bear warning signs on garbage cans, dumpsters, and picnic tables within the Concession Facilities.

**B) 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.

(1) **Electrical.** The Service will maintain electrical lines up to the meter of the Concession Facilities. If the Service or third party electrical company requires access to the electrical system within the Concession Facilities, the Concessioner will work with the Service or third-party electrical company to provide access.

(2) **Water and Wastewater.** The Service operates and maintains water and wastewater treatment facilities, and will assist with the location and identification the trunk or main lines. The Service provides bacteriological monitoring and chemical analysis of potable water and coordinates sampling schedules with the Concessioner based upon occupancy dates and plowing schedules. If the Service needs access to a main within the assigned Concession Facilities, the Service will restore the area unless the Concessioner has caused the need to access the main. The Service may conduct annual water/wastewater surveys within Concession Facilities.
(3) Exterior Fire Equipment. The Service maintains, repairs, replaces, and tests all fire hydrants within the Concession Facilities.

(4) Roads, Trails, Parking Areas, and Walkways. The Service will maintain all roads, parking areas, parking islands, curbing, sidewalks, and walkways outside the Concession Facilities.

(5) Hazard Trees. The Service will conduct hazard tree surveys to identify trees posing danger and will coordinate tree identification and priority setting with the Concessioner. The Service may assist with initial clearing of blocked roads or other emergencies. The Service will coordinate and direct the Concessioner on disposition and use of removed wood.

(6) Signs. The Service maintains all regulatory and informational signs that serve the interest of the Area located within the Concession Facilities.
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 and/or additional environmental requirements. When in conflict, Concessioner responsibilities described in Part B supersede those identified in this part.

A) 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 USEPA 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 pest management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77, Reference Manual 83 and the Park 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, infestation that requires fumigation/tenting for termites, bedbugs, or other pests.

(3) The Concessioner must obtain Service approval prior to controlling pests utilizing chemicals or by other means.

(4) The Concessioner must obtain Service approval for pesticide storage area siting and design.

(5) The Concessioner must obtain Service approval prior to contracting with any third party to apply pesticides.

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 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 transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. The Concessioner must transport recyclables to an authorized recycling center.

(7) 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) 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.

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 2, Reporting Schedule.

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 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. Projects shown in the CMPR must include at a minimum the NPS 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.

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 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 begins. 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.

<table>
<thead>
<tr>
<th>Report or Plan</th>
<th>Frequency</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computerized Maintenance Management System (CMMS)</td>
<td>Initial</td>
<td>By first anniversary of Contract effective date</td>
</tr>
<tr>
<td>Concessioner Maintenance Plan and Report (CMPR)</td>
<td>Annually</td>
<td>October 1</td>
</tr>
<tr>
<td>Concessioner Project Plan and Report (CPPR)</td>
<td>Annually</td>
<td>October 1</td>
</tr>
<tr>
<td>Report or Plan</td>
<td>Frequency</td>
<td>Due Date</td>
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<tr>
<td>--------------------------------</td>
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</tr>
<tr>
<td>Fixture Replacement Report</td>
<td>Annually</td>
<td>March 1</td>
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<tr>
<td>Personal Property Report</td>
<td>Annually</td>
<td>October 1</td>
</tr>
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<td>Pesticide Use Log</td>
<td>Annually</td>
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