

**Exhibit E**  
**Maintenance Plan**

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## 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 Yellowstone National Park (hereinafter referred to as the "Area") that are assigned to the Concessioner for the purposes authorized by the Contract. In the event of any apparent conflict between the terms of the Contract and this Maintenance Plan, the terms of the Contract, including any amendments thereto, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This Maintenance Plan will remain in effect until superseded or amended.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.

### 1) 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. For the purposes of this Maintenance Plan, the term Applicable Laws also includes, but is not limited to Service standards, DOI and NPS Asset Management Plans, NPS Management Policies, Uniform Federal Accessibility Standards, the Uniform Building Code, the Uniform Plumbing Code, the National Electric Code, and the National Fire Protection Association's (NFPA) Life Safety Codes unless a written exception has been provided by the Service.

#### 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** – A structure, fixture, or non-removable equipment.

**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.

**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 must not construct or install Real Property Improvements (including, without limitation, Capital Improvements and Major Rehabilitations).
- (c) The Concessioner must submit to the Service design plans for approval that clearly show the location, type, and materials of all temporary structures within the Skier's Camp.
- (d) The Concessioner, must conduct Maintenance activities in a manner that, to the extent feasible, minimizes environmental impact and utilizes principles of preventive maintenance, waste prevention and reduction, sustainable design, and sustainable practices/principles and incorporates best management practices.

### (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) The Concessioner, in cooperation with the Service, will determine what environmental compliance may be required for particular Maintenance actions.
  - (c) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessioner in the format required.
  - (d) 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 Inspections
- (a) 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. 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 on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

### **2) PART B – AREA SPECIFIC RESPONSIBILITIES: CONCESSIONER**

#### **A) General**

The Concessioner must perform all preventative and routine Facility Management activities in all Concession Facilities. The Concessioner must correct any deficiencies and complete this work on a timely basis to achieve the basic goals described in the most current concession management guidelines, relative to all services required and authorized under the Contract.

- (1) *Standards of Performance for Facility Management*
  - (a) The Concessioner must conduct all Facility Management activities in compliance with NPS standards, DOI and NPS Asset Management Plans, manufacturer recommendations and/or specifications and all Applicable Laws. In the event of a conflict between DOI/NPS Asset Management Plans, Applicable Laws and the manufacturer's specifications, Applicable Laws must prevail.
  - (b) The Service approves equipment, materials, installations and procedures relating to structural fire prevention, protection and response. The Service will resolve any conflicts between codes or standards.
- (2) *Environmental Practices.* The Concessioner must conduct maintenance activities in a manner that has minimal environmental impacts.

- (a) Preventive Maintenance. The Concessioner must utilize preventive maintenance to prevent environmental impacts before they occur.
- (b) Energy and Water Conservation. The Concessioner must maximize implementation of energy and water conservation strategies where economically and technically feasible and appropriate for operations and maintenance activities under this Contract
- (c) Equipment and Materials. Where feasible and available, the concessioner must use products or materials that are less toxic, contain post-consumer recycled content, are naturally or minimally processed products, and use other materials that have additional environmentally preferable attributes. The concessioner must minimize use of hazardous chemicals in its operations.
- (d) Contractors. The Concessioner must encourage companies and businesses it does business with to provide cleaner technologies and safer alternatives to toxic and hazardous materials and to develop innovative technology.
- (e) Purchasing. The concessioner must purchase environmentally friendly cleaners and other products whenever appropriate.
- (f) Sustainable Design. The Concessioner must incorporate sustainable design practices to the maximum extent practical. These practices must be consistent with the current Service guidelines, including but not limited to, National Park Service Guiding Principles of Sustainable Design (September 1993) and other approved guidance as provided to the Concessioner.
- (g) Universal Design. The Concessioner must incorporate universal design practices to the maximum extent practical.

## **B) Environmental and Cultural Compliance**

Many of the Facility Management activities conducted by the Concessioner are subject to compliance processes under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA) and other laws that allow the Service to ensure that all activities within the Area meet the requirements of Applicable Laws for natural and cultural resource protection.

- (1) *Exceptions*. The Concessioner may conduct Facility Operations and certain Facility Maintenance (as agreed to by the Service and Concessioner) without further environmental and cultural compliance.
- (2) *Categorical Exclusions*. Some activities are covered by categorical exclusion that require documentation by the Service under current Service policy.
  - (a) If any exceptions to categorical exclusions under current Service policy apply, then an environmental assessment must be undertaken at the expense of the Concessioner, under the direction, and with the ultimate approval, of the Service.

## **C) Personal Property**

- (1) The Concessioner must provide all personal property necessary to fulfill the required services of the Contract, including OSV tours and rustic lodging accommodations. The Concessioner must provide, install, and maintain all components of the temporary facilities at the skier's camp.
- (2) The Concessioner will maintain all personal property free of defects and according to industry standards for public use.
- (3) The Concessioner will maintain, service, and repair its appliances, machinery, and equipment, including parts, supplies, and related materials, per the manufacturer's recommendations and replace them as necessary.
- (4) *Personal Property Replacement Plan*. No later than **60 days after execution of the contract**, the Concessioner must provide the Service for review and approval with its personal property replacement plan. The personal property replacement plan must outline the replacement of obsolete or outdated personal property, or the purchase of new or additional appropriate property and a schedule for replacement of the property. The personal property replacement plan must include oversnow vehicles (OSVs) and components or wholesale replacement of the temporary facilities at

the skier's camp, including bathroom and shower facilities, kitchen, waste water tanks, dining/gathering room, and sleeping facilities. This plan must include:

- the specifications
- estimated date of replacement
- estimated replacement cost
- expected life of replacement property

#### **D) Utilities**

No utilities are available within the Concessioner's land assignment. The Concessioner is responsible for obtaining and providing all required utilities needed to operate the skiers camp.

- (1) *Electricity*. The Concessioner must provide limited electricity via solar, battery, or generator power.
- (2) *Water*. The Concessioner must provide potable water for showers, drinking, dishwashing, and food preparation.
  - (a) Potable water must be stored in food grade containers specifically designed for such use and in an amount sufficient to meet the needs of the operation at any given time.
  - (b) Potable water may be obtained from the Service upon request. The Concessioner must coordinate its request through the Area Commercial Services Office.
  - (c) The Concessioner will be billed annually by the Service for water on a cost-recovery basis, in accordance with Service policies.
  - (d) The Concessioner must track the amount of water obtained from the Service throughout the winter season and report the total amount to the Service by **June 1**.
- (3) *Wastewater*. The Concessioner must install and maintain holding tanks for wastewater generated at the skiers camp throughout the winter season.
  - (a) The Concessioner must submit its plans for these holding tanks prior to installation. The Service may approve above ground or under ground tank installations, subject to the necessary compliance review and approval process.
  - (b) The Concessioner must pump the tanks at the conclusion of the winter season, as soon as the roads are open to wheeled vehicles. Tanks must be of sufficient size to hold all wastewater generated throughout the winter season. Contents of the tanks must be disposed of at the Canyon wastewater treatment facility. The Concessioner must coordinate through the Area Commercial Services Management office to set up disposal through the Canyon Utility Service Operations.
  - (c) The Concessioner will be billed annually by the Service for wastewater on a cost-recovery basis, in accordance with Service policies.
  - (d) The Concessioner must track the amount of wastewater disposed of at the Canyon wastewater treatment facility and report the amount to the Service by **June 1**.
  - (e) If needed, the Concessioner is responsible for obtaining all required permits, such as from the Wyoming Department of Environmental Quality.

#### **E) Facility Maintenance Standards**

- (1) *Qualified Personnel*
  - (a) The Concessioner must employ qualified personnel, as defined by Applicable Laws, to perform all Facility Management activities.
  - (b) All personnel conducting Facility Management activities must have the appropriate skills, experience, licenses (as applicable), and certifications (as applicable) to conduct such work.
  - (c) The Concessioner must complete all Facility Operations, Facility Maintenance, and Replacement in accordance with Service specifications, industry standards, and applicable manufacturer's guidelines.

- (d) Access to Concession Facilities. The Superintendent or designated representatives must have access to all concession facilities in the Park to conduct evaluations and other required inspections.

(2) *Interior*

- (a) The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained.
- (b) The Concessioner must maintain walls and ceilings free of tears and stains, with a fresh appearance. Windows must be clean and unbroken. Floors must be clean, free of litter and stains.
- (c) The concessioner must maintain interior lighting as appropriate for its use.

(3) *Exterior*

- (a) The Concessioner must maintain the structural integrity of Concession Facilities.
- (b) The Concessioner must take steps to exclude wildlife from Concession Facilities.
- (c) The Concessioner must inspect platforms and exterior walls on an annual basis to ensure they are structurally sound and perform any necessary repairs or replacement.
- (d) The Concessioner must provide exterior lighting which provides only the minimum lighting necessary to safely illuminate the Concession Facilities after dark.
- (e) The Concessioner will provide an effective system for the collection and disposal of solid waste within its Concession Facilities. Receptacles should be conveniently located and in sufficient quantity to handle the needs of the camp. Waste should not accumulate in receptacles to the point of overflowing. Receptacles should be covered, waterproof, and animal-proof. Receptacles must be bear-proof or placed inside bear-proof enclosures.
- (f) The Concessioner will provide containers for recycling items that are recyclable through the pathways currently available in the area.

**F) Skier's Camp Requirements**

- (1) The temporary skiers camp will be located in an approximately 0.8 acre forest clearing located near the Canyon Village Junction.
- (2) The Concessioner must provide to the Service, **within 60 days of the Draft Contract effective date**, its proposed opening and closing schedule and procedures for camp assembly and disassembly.
- (3) *Pre-Season Set-Up.* The Concessioner must conduct all activities required to set up and prepare the Concession Facilities for the winter season.
  - (a) The Concessioner must coordinate its set up and opening activities with the Area Commercial Services Office.
  - (b) The Concessioner must provide all necessary winter keeping for the Concession Facilities. The Concessioner must remove snow and ice when accumulation threatens to damage structures or injure persons.
- (4) *Post-Season Take-Down.* The Concessioner must conduct all activities required to disassemble and remove its Concession Facilities at the conclusion of the winter season.
  - (a) The Concessioner must disassemble and remove all facilities associated with the skiers camp as soon as wheeled vehicle access is allowed within the Area, which typically occurs in early May.
  - (b) The Concessioner may request, on a case-by-case basis, on-site storage of limited personal property over the summer season. Any such requests must be made through the Area Commercial Services Office.

**G) Structural Fire Prevention, Protection, and Suppression**

- (1) *Fire Prevention Program.* The Concessioner must implement a fire prevention program to conduct all operations and maintain the Concession Facilities in a manner that minimizes the risk of fire. The Concessioner is responsible for fire prevention, detection, and protection within the Concession Facilities,

consistent with the latest versions of Director's Order (DO)/Reference Manual (RM)-58, International Fire Code (IFC) and National Fire Protection Association (NFPA) codes and standards, Area's Structural Fire Management Plan and as outlined in the Maintenance Plan, with assistance from the Service.

- (a) Fire Prevention Plan. The Concessioner must prepare a documented Fire Prevention Plan in accordance with Applicable Laws and Service policy and submit to the YELL Commercial Services Office **at least 90 days prior to season opening**. YELL Commercial Services will coordinate appropriate reviews. The plan will address the requirements of this section of the Maintenance Plan.
- (b) Structural Fire Manager. The Concessioner must designate a structural fire representative to serve as the manager who will ensure the Concessioner's compliance with its fire protection responsibilities. This designated person will serve as the point of contact to the Service for all fire protection responsibilities; however, several persons can be appointed responsibility for the coordination, reporting and leadership for the different parts of the fire protection program.

The Structural Fire Manager will coordinate through the YELL Commercial Services office on the following topics.

- Inspection reports for:
  - Fire protection systems inspections, testing and maintenance
  - Fire prevention and life safety inspections
- Hot Work Permitting
- Correction of fire and life safety deficiencies, hazards, and violations
- Annual Certificates of Compliance
- (c) Inspections. The Concessioner must ensure complete interior and exterior fire prevention inspections are conducted on all Concession Facilities prior to each operating season. The inspections must be conducted annually, or more frequently, as required by applicable fire codes. Prior to undertaking any inspection, the inspection form format and content must be submitted to the YELL Commercial Services office to coordinate appropriate reviews. This form should be a checklist to ensure that all pertinent aspects of the fire prevention program are reviewed and documented.
  - The Concessioner must report completion of required inspections and submit the Fire Prevention Inspection reports to the YELL Commercial Services office by **December 1** of each year for Service review and prior to any occupancy, to include employees.
- (d) Hazards and Deficiencies. If any inspection, conducted by either the Concessioner or Service, identifies hazards or deficiencies, the Concessioner must correct or abate them using the following processes.
  - All deficiencies noted on the fire prevention annual inspection must be reported to the Service within three (3) working days, with a mitigation or correction plan approved by the PSFC.
    - If the hazard or deficiency is an immediate life safety issue, the Concessioner must correct the hazard immediately. If the Concessioner cannot correct the hazard or deficiency immediately, the Concessioner must contact the YELL Commercial Services office. The Service may take interim control measures to reduce the risk to an acceptable level (including, but not limited to, closing the area or facility, or shutting down service).
  - If the hazard or deficiency is not an immediate life safety issue, the Concessioner must correct the hazard as soon as possible. The Service will follow-up within twenty (20) working days (four weeks) to ensure correction has been made.
- (e) The Concessioner must employ a "no tolerance" policy and immediately discipline any employee found to have tampered with smoke, carbon monoxide detectors, or heat detectors, fire suppression systems, or fire extinguishers.
- (f) The Concessioner must respond to all fire system alarms ensuring appropriate measures are taken for the safety of the employees and visitors. The Concessioner is prohibited from silencing the fire alarm



- signals unless approved by the Service. The Concessioner must cooperate with the Service in providing security if instances of fire evacuation, vandalism, damage, theft, or unlawful entry occur frequently or are likely to occur. Response actions must always be in accordance with established and pre-determined procedure approved by the Service.
- (g) The Concessioner must immediately report all fires (regardless of size or severity), all alarms (including false alarms), and all portable fire extinguisher use to the Area's Dispatch Center.
- (h) The Concessioner must ensure that appropriately trained employees are available 24 hours a day, seven days a week during the operating season to respond to alarms and fires at Concession Facilities when occupied. This may be security personnel. Staff training must include use of fire extinguishers, evacuation procedures, and radios to report to the Area's Dispatch Center. The YELL Commercial Services office must coordinate review of the Concessioner's Alarm response reporting plan.
- (i) Roof Debris. The Concessioner, no less than annually, must undertake activities, such as cleaning roofs, if temporary structures remain at the site during the off season. Cleaning may occur at either the beginning of the operating season or in the spring. Remove leaf, pine needle, and branch build-up, to reduce structural/wildland fire danger.
- (j) Temporary Structures. The camp layout, tent spacing, and clearances shall comply with NFPA and IFC requirements. **Within 60 days of the Contract effective date**, the Concessioner is required to submit their proposed plan of the camp illustrating minimum clearances between the temporary structures and LP-gas tank locations to the YELL Commercial Services Office for appropriate review and approval. No further plan reviews are required in subsequent years unless the approved plan or spacing is altered. If alterations are proposed to the approved plan, then the Concessioner is required to resubmit a revised plan **90 days prior to season opening** to the YELL Commercial Services office for appropriate reviews.
- (k) Fireplace, Vents, and Chimneys. Chimneys and equipment shall be maintained and inspected as to not create a fire hazard in accordance with the IFC and manufacturer's requirements. All Repair and Component Replacement projects shall meet the requirements of the International Mechanical Code (IMC).
- (l) Fuel/Liquid Petroleum Gas (LP-gas) Storage Tanks.
- The Concessioner must operate, maintain, and repair LP-gas tanks and systems according to NFPA and all other applicable codes, including but not limited to tanks, bottles, regulators, piping, storage, and appliances/fixtures.
  - LP-gas approved and certified propane canisters will be supplied by the Concessioner or their gas provider and must meet current code and regulatory requirements.
  - All exterior LP-gas tanks shall meet the code required distances, clearances, and storage requirements for placement in proximity to temporary structures. All gas distribution lines and their placement from the tanks to the structures or equipment they serve must also comply with applicable codes.
  - The Concessioner must conduct and document inspections of its LP-gas systems and storage, in accordance with applicable laws, regulations, policies, codes, and standards.
  - LP-gas kitchen equipment used for food preparation must be in accordance with the Internal Fuel Gas Code, the International Mechanical Code and NFPA. Storage tank placement must be according to applicable codes and must not be located inside or near structure exits.
  - LP-gas tanks transported by the Concessioner into the park, must be in compliance with state and Federal transportation requirements and be appropriately safeguarded and secured to prevent accidental discharge.
- (m) Hot Work. The Concessioner must develop a Hot Work Policy in compliance with NPS Director's Order (DO)/Reference Manual (RM)-58 and the Park's Structural Fire Management Plan. The Concessioner must submit this policy to the YELL Commercial Services office **within 90 days of the**

**Contract effective date.** A job site operating without a Hot Work Permit may be subject to temporary closure.

- (n) Work. All planned work that could impair the operation or protection of installed fire protection systems, must be reviewed by the PSFC.

(2) *Fire Protection Systems*

- (a) The Concessioner must ensure all temporary facilities, and support equipment within facilities meet or exceed the International Fire Code (IFC) and the National Fire Protection Association (NFPA), unless a specific variance or alternate method is approved in writing by the Service. In addition, the Concessioner must comply with requirements of NPS Director's Order (DO)/Reference Manual (RM)-58 and the Area's Structural Fire Management Plan.
- (b) The Concessioner must submit a plan by **90 days prior to the start of the season**, annually, for the required inspections, testing, and maintenance of all fire protection systems to the YELL Commercial Services office to coordinate required reviews.
- (c) The Concessioner must inspect, test, operate and maintain its fire protection systems including residential and commercial smoke alarms, carbon monoxide detectors, portable fire extinguishers, and fixed and portable automatic fire suppression systems and equipment, etc. annually. The inspection, testing and maintenance (ITM) must be conducted per the IFC and applicable NFPA codes and standards, and manufacturer requirements.
- (d) The Concessioner must verify function and conditions of systems through documented inspections by qualified personnel annually.
- (e) The Concessioner must test all battery-powered fire alarms, egress lighting, carbon monoxide detectors, and residential smoke alarms.
- The Concessioner shall test all smoke alarms and carbon monoxide (CO) alarms at the beginning of the operating season and on a monthly basis. Alarm devices with standard batteries shall have batteries replaced annually or at the beginning of the operating season. Alarm devices with long-life (10-year) batteries shall have batteries replaced in accordance with the alarm equipment manufacturer's published instructions. Alarms shall be replaced when they fail to respond to operability tests.
  - Smoke alarms shall not remain in service longer than 10 years from the date of manufacture, unless otherwise provided by the manufacturer's published instructions. Carbon monoxide alarms shall be replaced when either the end-of-life signal is actuated, or the manufacturer's replacement date is reached. Combination smoke/carbon monoxide alarms shall be replaced when the end-of-life signal actuates or 10 years from the date of manufacture, whichever comes first, unless otherwise provided by the manufacturer's published instructions.
  - The Concessioner must provide the YELL Commercial Services office with documentation showing the results of the alarm battery testing for the current year **by May 15** of each year.
- (f) Fire Extinguishers. The Concessioner must install, inspect, and maintain portable fire extinguishers in accordance with IFC and applicable NFPA standards. The Concessioner must provide the YELL Commercial Services office with records documenting monthly inspections, testing, and maintenance of all fire extinguishers for the current year **by May 15** of each year.
- (g) Repairs and Outages. The Concessioner must ensure that fire protection systems are in service at all times. The Concessioner must complete repairs as soon as possible and during times the systems are unavailable, provide adequate means of alternate protection. The PSFC will be consulted, as necessary, on mitigation measures. Impairment procedures will follow applicable fire codes, NPS policies, and FCO requirements.

**3) PART B – AREA SPECIFIC RESPONSIBILITIES: SERVICE****A) Fire Inspections**

- (1) The Service may conduct fire safety inspections at its discretion over the course of the Contract term. The Service will contact the location manager at the time of facility evaluations so that a Concessioner representative may accompany the Service evaluator.

**B) Water and Sewer**

- (1) The Service provides water and wastewater services to Concession Facilities and charges the Concessioner for these services in accordance with current Service guidelines.

**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) Environmentally Preferable Products, Materials and Equipment**

- (1) The Concessioner will use products, materials and equipment that are environmentally preferable where feasible in maintenance. Environmentally preferable maintenance related products, materials and equipment include but are not limited to re-refined oils, re-tread tires, bio-based lubricants, low-toxicity cleaners and chemical additives for toilets, low-toxicity and recycled antifreeze, safe alternatives to ozone-depleting substances for HVAC equipment, construction and building materials with recycled content, and alternative fuel vehicles.
- (2) The concessioner will use polystyrene as little as possible and may not use polystyrene that contains chlorofluorocarbons.

**D) 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.

**E) 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 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.

**F) 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 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.

**G) 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.
- (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) To prevent pest attraction and breeding, all solid waste from the Concessioner's operations must be adequately bagged, tied, and stored in sealed containers.
- (7) Outdoor receptacles must be waterproof, vermin-proof, and covered with properly functioning bear-proof lids. Indoor receptacles should be similarly constructed based on use (i.e. food waste versus office trash).
- (8) 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.
- (9) The Concessioner must obtain Service approval prior to contracting with any third party for solid waste services.

**H) 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.
- (3) As new technologies are developed, the Concessioner will assess these opportunities and integrate them into existing operations where feasible and there is the potential for increased efficiency, reduced water or energy consumption, or reduced impacts on the environment.

**I) 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. (See Maintenance Plan Part B – Area Specific Responsibilities: Concessioner for a description of wastewater tanks and disposal)
- (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 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) *Personal Property Report*. The Concessioner must provide to the Service (for the Service's review and approval) by **December 1** 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.
- (2) *Pesticide Use Log*. The Concessioner must submit to the Service by **April 1** a Pesticide Use Log which documents the Concessioner's pesticide use for the prior calendar year.
- (3) *Pesticide Use Request Form*. The Concessioner must submit to the Service (for the Service's review and approval) by **December 1** 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
Personal Property Replacement Plan	Initial	Within 60 days of Contract effective date
Annual Water Use	Annually	June 1
Annual Wastewater Use	Annually	June 1
Seasonal Opening and Closing Schedule & Procedures	Initial	Within 60 days of Contract effective date
Fire Prevention Plan	Annually	90 days prior to season opening
Fire Prevention Inspection Reports	Annually	November 15
Camp Layout	Initial and as needed	Within 60 days of Contract effective date; 90 days prior to season opening
Hot Work Policy	Initial	Within 90 days of Contract effective date
Fire Systems Inspection, Testing, and Maintenance Plan	Annually	90 days prior to season opening
Smoke and CO Alarm Battery Testing Reports	Annually	May 15
Portable Fire Extinguisher Testing Reports	Annually	May 15
Personal Property Report	Annually	December 1
Pesticide Use Log	Annually	April 1
Pesticide Use Request Form	Annually	December 1