

EXHIBIT E MAINTENANCE PLAN

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EXHIBIT E MAINTENANCE PLAN

INTRODUCTION

This Maintenance Plan between [insert concessioner name] (hereinafter referred to as the "Concessioner") and the National Park Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessioner and the Service with regard to those lands, facilities, within Gulf Islands National Seashore (hereinafter referred to as the "Area") and government owned vessels and vehicles 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 main body of the Contract and this Maintenance Plan, the terms of the Contract, including its amendments, will prevail. Full compliance with the requirements of this Maintenance Plan is required in order to satisfy the Concessioner's Maintenance obligations under the terms of the Contract.

This plan will remain in effect until superseded or amended.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

PART A – GENERAL STANDARDS

1) General Concession Facilities and Personal Property Standards

Pursuant to the Contract, the Concessioner is solely responsible for the maintenance of all Concession Facilities and personal property to the satisfaction of the Service.

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

2) Definitions

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

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

Capital Improvement - A structure, fixture, or non-removable equipment.

Component – A portion of an Asset or system.

Component Renewal (CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal/Replacement examples include the replacement of roofs; electrical distribution systems; heating and cooling systems; pavement replacement for roads, parking lots and walkways; and the rehabilitation of windows and/or replacement of windows and doors. Component Renewal includes the deconstruction of the existing Component and Replacement with a new Component of equal capability and performance. These actions recur on a periodic cycle of greater than seven years. Specific to this contract, component renewal includes, but is not limited to complete engine rebuilds as well as regular and reoccurring engine maintenance and periodic dry docking as per vessel manufacturers requirements.

Concession Facilities - Concession Facilities, as defined in the main body of the Contract, are all Area lands assigned to the Concessioner under the Contract and all real property improvements assigned to or constructed by the Concessioner under the Contract.

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

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

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

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

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

Personal Property – For purposes of this Maintenance Plan, manufactured items of independent form and utility including equipment and objects solely for use by the Concessioner to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessioner operations under the Contract. Personal Property includes Government assigned property included, but is not limited to, 2 vessels and 6 electric trams.

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

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

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

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

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

3) Concessioner Responsibilities

A) In General

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

- (4) The Concessioner must follow those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessioner is not required to apply for and receive third-party verification or certification of LEED compliance.
- (5) The Concessioner must comply with the Americans with Disabilities Act and the Architectural Barriers Act guidelines where applicable.
- (6) The Concessioner must not construct or install real property improvements (including, without limitation, Capital Improvements and Major Rehabilitations).

B) Environmental, Historic, and Cultural Compliance

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

4) Maintenance Tracking

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

5) Concessioner Inspections

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

6) Service Responsibilities

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities and Personal Property 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 and personal property. Any approval or consent given by the Service, whether of any plan, permit, report, inspection, or otherwise, under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract.

A) Inspections

The Service from time to time (as determined necessary by the Service but no less than annually) will inspect the condition of Concession Facilities and Personal Property and the progress and quality of Maintenance activities. The Concessioner must provide qualified personnel to accompany the Service when a Concession Facilities and Personal Property inspection is performed.

B) Evaluation of Concessioner Maintenance

The Service will provide the Concessioner with an annual evaluation of Concession Facilities and Personal Property. The evaluation will be provided to the Concessioner as a record of Concession Facilities condition documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented on the Asset Management Program Evaluation Report (form 10-AMP) and will be incorporated into the Concessioner's Annual Overall Rating (AOR).

PART B –SPECIFIC MAINTENANCE REQUIREMENTS

1) General

Deficiencies. The Concessioner must notify the Service of any Deficiencies on a timely basis to achieve the basic goals described in the Service's Standards, Evaluation and Rate Administration (SERA) Guidelines relative to all services required under the Contract. Refer to Appendix N-Water Ferry Standards, Appendix P-Transportation Systems Eval 10-607-Transportation Systems, Appendix T-Laundry Standards, Appendix U-Quick Service F+B Standards, Appendix V – Risk Management Standards and Appendix W- RET Retail Standards.

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

2) Buildings

The Concessioner is responsible for preventive maintenance, including custodial maintenance within the interior of Concession Facilities within the assigned area including: flooring, walls, doors, ceilings, locks and other security systems, windows, hoods and exhaust ducts, and interior lighting.

A) Interior. The Concessioner must ensure that all interior spaces are clean, properly illuminated, and well maintained, including, at a minimum, the following:

- (1) *Flooring.* The Concessioner must keep floors clean and free of litter and stains. The Concessioner must clear flood water from floors as needed.
- (2) *Walls and ceilings.* The Concessioner must maintain walls and ceilings with a clean appearance, free of stains.
- (3) *Windows and Doors.* The Concessioner must keep windows at the Mine Storeroom Building, Mine Loading Building and Campground Store clean and neat in appearance to such a level that visitors within the building may clearly view the area outside. The Concessioner must remove smudges, cobwebs, bugs, and correct deficiencies immediately if found. All windows must be clean and unbroken. Doors must be maintained in clean condition, with any functional issues reported to the Service.
- (4) *Interior Lighting.* The Concessioner must maintain interior lighting as appropriate for its use. The Concessioner must replace lightbulbs when burned-out.
- (5) *Hoods and Exhaust Ducts.* The Concessioner must inspect and clean range/grill hoods and exhaust ducts monthly at a minimum, more often if necessary and provide documentation of inspection and cleaning to the Service.
- (6) *Filters.* The Concessioner must inspect, clean and replace, as needed, all cooling and heating system filters.

3) Signs

A) Responsibilities. After execution of the Contract and before the visitor season begins, the Concessioner must provide all interior and exterior signs relating to its operations and services; exterior signs must comply with Area sign standards. Examples are signs identifying the location of functions within Concession Facilities and Personal Property signs identifying operating services and hours, and signs identifying Concession rules or policies. The Concessioner must submit all sign designs to the Service for approval prior to installation.

B) Location and Type. At all times during this Contract, the Concessioner must ensure its signs are appropriately located, accurate, attractive, and well maintained. The Concessioner must prepare its signs in a professional manner, appropriate for the purpose they serve, and consistent with Service guidelines and standards, including but not limited to, Directors Order 52C, "Park Signs".

C) Temporary Signs. The Concessioner must replace any defaced or missing sign within seven days of detection. Temporary signs may not be hand written. If the sign addresses a life safety issue, the Concessioner must replace it immediately.

4) Grounds and Landscaping

- A) General.** The Concessioner must keep all Concession Facilities free of litter, debris, and abandoned equipment, vehicles (except where designated), furniture, and fixtures. The Concessioner must keep the assigned areas free and clear at all times of safety hazards (broken glass, sharp objects, etc.).
- B) Sidewalks.** The Concessioner must maintain and perform daily upkeep of paths, walkways and sidewalks within the assigned area including sweeping and clearing of sand.
- C) Cigarette Receptacles.** The Concessioner must maintain and clean daily any cigarette receptacles in Concession Facilities.
- D) Natural Scene.** The Concessioner must conduct its business and daily activities in such a manner as to minimize impacts on the natural scene.
- E) Defensible space.** The Concessioner must work with the Service to determine appropriate clearing techniques around buildings to protect from wildland fire.
- F) Tree and Tree Limb Removal.** The Concessioner must notify the Service of potentially hazardous trees within the Concession land assignment.

5) Weed and Pest Management

- A)** The Concessioner must bring to the attention of the Service the existence of pests or exotic plants within Concession Facilities of which it becomes aware.
- B)** The Concessioner must tightly seal buildings and supplies, and maintain clean facilities, to minimize pest entry.

6) Ferry Docks

- A) Damage to Service Property.** In the event the Concessioner causes damage to any Service property, including docks, pilings, bumpers, markers, or components, and if the service, in its discretion undertakes repair or replacement, the Concessioner must, , reimburse the Service for the cost of repair or replacement of the damaged area.
- B) Docks and Facilities at Pensacola and Pensacola Beach Departure Sites.** The Concessioner will operate all docks and support facilities at the sites in a safe, functional and clean manner, and in accordance with the terms of all agreements and leases with the City of Pensacola and Escambia County.
- C) Boarding Apparatus.** The Concessioner will provide and maintain all passenger boarding apparatus, equipment, docking and mooring lines, and all other related boarding equipment and facilities necessary to provide the services required under the Contract and described in the Operating Plan at the Pensacola dock, Pensacola Beach dock, and Fort Pickens dock.

7) Vessel Maintenance

A) General Responsibilities

- (1) The two primary ferry vessels are the property of the Service and will be assigned for use by the Concessioner for the required and authorized services during the Contract term. Vessels must be returned to the service, in good working order, at the end of the Contract Term.
- (2) It is the sole responsibility of the Concessioner to operate and maintain all ferry vessels used to provide required and authorized services.
- (3) The Concessioner must ensure that all vessels receive required U.S. Coast Guard inspections ("USCG"), licenses and certifications according to all Applicable Laws.
- (4) The Concessioner must perform safe, efficient and necessary maintenance, including recurring and preventive maintenance, of all vessels in strict conformity with all Applicable Laws, manufacturers' specifications, industry standards/requirements and best practices and in accordance with the maintenance and cleaning requirements specified in this Maintenance Plan. The Concessioner shall consider and utilize, as appropriate, the Passenger Vessel Association (PVA) preventative maintenance specification and check-off sheets in developing maintenance protocol. The concessioner shall, as required, conduct daily maintenance on vessels. Required maintenance will include but not be limited to routine engine maintenance, periodic vessel haul-outs, bottom cleaning and repainting, maintenance of other onboard equipment/systems, and periodic engine rebuilds.
- (5) The Concessioner is responsible for touching up the paint on the interior and exterior of all vessels.

- (6) The Concessioner must inform the Service 30 days in advance of scheduled vessel maintenance activities that will result in a vessel being out of service. The Concessioner is solely responsible for any associated costs of providing the required services under the Contract while a ferry vessel is out of service.
- (7) The Concessioner must schedule all major maintenance activities which result in a ferry vessel being taken out of service, during after-hours periods or during the off-season, such as during the months of November through February.
- (8) The Concessioner must notify the Service within 24 hours of discovering or sustaining any damage to the vessels. The Concessioner must repair damage to the vessels within seven days of occurrence. When extenuating circumstances prevent meeting this standard, the Concessioner must request Service approval for an extended repair period.

B) Maintenance Recording System

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

C) Updates and Modifications. The Concessioner must request approval from the Service to modify (including color schemes), retrofit, upgrade, or refurbish any vessel, or acquire or dispose of any non-primary vessel. The Concessioner must update the vessel listing and provide it to the Service after completing the action.

D) Restrictions. The Concessioner must obtain Service approval prior to performing maintenance activities at the Fort Pickens dock. The Concessioner must not fuel onsite at the Fort Pickens dock.

E) Pollution Prevention Equipment

- (1) *Fuel/Air Separators.* The Concessioner will provide fuel/air separators for vessel fuel vent lines in accordance with Applicable Laws.
- (2) *Discharge Controls.*
 - (a) Sewage. The Concessioner is prohibited from discharging any treated or untreated sewage ("blackwater") overboard into any waters and at any time. The Concessioner is required to retain all sewage waste onboard within the appropriate EPA and U.S. Coast Guard certified Marine Sanitation Devices (MSDs) and pumped off the vessel into the appropriate waste discharge facilities meeting all Applicable Laws.

- (b) Graywater and Bilgewater. The Concessioner is prohibited from discharging any graywater (i.e., water from sinks, etc.) or bilgewater into any waters at any time and must retain all graywater and bilgewater onboard the vessel in the appropriate holding tanks for pump-out and proper disposal at landside facilities.
- (c) Signage. The vessels must be equipped with signage prohibiting the discharge of oil in accordance with all Applicable Laws, including, without limitation, the Federal Water Pollution Control Act. Vessels must also be equipped with required International Convention for the Prevention of Pollution from Ships, 1973 as modified by the Protocol of 1978/Marine Pollution (MARPOL) signage concerning discharge of solid waste.

F) Regulatory and Quality Control

- (1) Regulatory Control. The vessels must be operated and maintained in a manner consistent with Service requirements (including this Contract), and the regulations of the U.S. Coast Guard ("USCG"), United States Environmental Protection Agency ("EPA"), Department of Homeland Security ("DHS"), United States Public Health Service ("PHS"), the State of Florida, and, without limitation, all other Applicable Laws.
- (2) United States Coast Guard (USCG). The U.S. Coast Guard is the Governmental Agency primarily responsible for periodically inspecting vessels, including any vessel of Concessioner. The USCG determines the frequency by which vessels are inspected. The Concessioner must submit a complete copy of all USCG inspection findings to the Service within 48 hours of receipt from the USCG. The Concessioner must comply with all USCG regulations regarding inspections for all vessels providing the required services under the Contract.
 - (a) Life-Safety Inspection. The USCG will inspect all safety features of the Concessioner's vessels at the Concessioner's expense.
 - (b) Dry Dock Inspection. The Concessioner must provide the Service with a schedule of regularly scheduled days that the vessels will be out of the water for USCG Dry Dock Inspection, and therefore out of service. The Concessioner must, to the best of its ability, take into consideration seasonality, and make reasonable efforts to minimize the number of days when the vessel is out of the water. The Concessioner must provide the USCG Dry Dock Inspection Schedule annually by November 1 for the next Calendar year.
 - (c) Concessioner Responsibilities. The Concessioner must inspect vessels and all departure points according to USCG regulations and Service requirements outlined in the Contract and Operating Plan, Exhibit A of this Contract. The Concessioner must maintain a log to record its compliance with this requirement and problems identified. The log must be kept updated and available for Service inspection.
 - (d) USCG Violations. Any USCG violation committed by the Concessioner or Concessioner staff must be reported in writing to the Service within 24 hours of its occurrence. A copy of any USCG citation or notice of violation must also be provided to the Service.
 - (e) The Concessioner must equip each vessel to meet USCG standards, including but not limited to those standards relating to fire suppression and life-safety of passengers and crew as well as the requirements designated by the Service (as outlined in this Contract). In cases of conflict between the Service requirements and USCG standards, USCG standards will prevail. The Concessioner must maintain all equipment according to USCG approved program of routine inspection, repair and replacement. Repairs must be performed as required and on a timely basis.
- (3) Best Management Practices. The Concessioner must implement and conduct a safety inspection, regulatory and quality control program for all vessels using Best Management Practices ("BMPs") of the marine industry. The Concessioner must update and modify BMPs throughout the term of the Contract. The Service will periodically review this program and all related records must be available to the Service immediately upon request.
- (4) Vessel General Permit. The Concessioner must hold a valid EPA Vessel General Permit and conform to all requirements and specifications of the Permit.

G) Routine Maintenance and Cleaning

- (1) *General.* Vessel janitorial service must include, but is not limited to, trash pickup, cleaning bird droppings, washing floors when stained by bodily fluids, food products, and other use activities.
- (2) *Each Departure.* The vessel restrooms must be inspected and cleaned prior to each ferry departure.
- (3) *Daily or as more frequently to maintain cleanliness, cleaning must include :*
 - (a) Cleaning of all restrooms
 - (b) Cleaning of all windows, exterior and interior
 - (c) Dusting and vacuuming of the interior
 - (d) Sweeping, vacuuming, or scrubbing of all floor areas, as appropriate, including the removal of gum, grease, oil, etc.
- (2) *Semi-Monthly.* Every 15 days, cleaning shall include the following in addition to the aforementioned cleaning above:
 - (a) Washing of the seats, stanchions
 - (b) Scrubbing or, washing, of painted ceiling, sidewalls and floors
 - (c) Washing and scrubbing of the full exterior and above deck area, excluding the hull
 - (d) No detergents or any chemical harmful to the water environment may be used if the water will be washed overboard.
- (3) *Damage.* Substantial or unsightly damage to the vessel interiors must be repaired within seven days of occurrence. When extenuating circumstances prevent meeting this standard the Concessioner must notify the Service.
- (4) *Seats and Cushions.* All seats that can no longer be kept clean or cushions that have worn out, have graffiti or stains that cannot be cleaned, or are damaged beyond repair must be replaced with matching fabric/cushions.
- (5) *Other Equipment.* All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials must be maintained, serviced, and repaired per the manufacturer's recommendations, and replaced as necessary.

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

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

8) Shuttle Vehicle Maintenance

A) General Responsibilities

- (1) The shuttle vehicles are the property of the Service and will be assigned for use by the Concessioner for the required and authorized services during the Contract term.
- (2) It is the sole responsibility of the Concessioner to operate and maintain the shuttle vehicles.
- (3) The Concessioner must perform safe, efficient and necessary maintenance, including recurring and preventive maintenance, of all shuttle vehicles in strict conformity with all Applicable Laws, manufacturers' specifications, industry standard and best practices as well as in accordance with the maintenance and cleaning requirements specified in this Maintenance Plan. Concessioner is responsible for maintaining all shuttle motors/engines and equipment. The Concessioner is responsible for replacing batteries, tires, brakes, seat upholstery, and all other components of the vehicles as necessary to maintain the vehicles and provide a quality service.
- (4) The Concessioner must inform the Service 30 days in advance of scheduled shuttle maintenance activities that will result in any of the vehicles being out of service. The Concessioner is solely responsible for any associated costs of providing the required services under the Contract while shuttle vehicles are out of service.
- (5) The Concessioner must schedule all major maintenance activities which result in a shuttle vehicle being taken out of service, during after-hours periods or during the off-season, such as during the months of November through February.
- (6) The Concessioner must notify the Service within 24 hours of discovering or sustaining any damage to the shuttle vehicles. The Concessioner must repair damage to the shuttle vehicle interiors within seven days of occurrence. When extenuating circumstances prevent meeting this standard, the Concessioner must request Service approval for an extended repair period.

B) Routine Maintenance and Cleaning

- (1) *Daily*. The shuttle vehicles must be cleaned once daily and must include:
 - (a) Washing down vehicles at the end of their daily use to prevent buildup of salt and sand on and within vehicles.
 - (b) Cleaning of all seats/upholstery, roofs, windows, and interior/exterior of shuttles
 - (c) Check batteries for condition and charge
 - (d) Securely store all vehicles indoors within the assigned storage building
- (2) *Seats and Cushions*. All seats that can no longer be kept clean or cushions that have worn out, have graffiti or stains that cannot be cleaned, or are damaged beyond repair must be replaced with matching fabric/cushions.
- (3) *Other Equipment*. All Concessioner-operated appliances, machinery, and equipment, including parts, supplies, and related materials used to support the shuttle vehicle operations must be maintained, serviced, and repaired per the manufacturer's recommendations, and replaced as necessary.

C) Annual Shuttle Vehicle Maintenance Plan. As noted in Part D)1) C) the Concessioner must provide the Service with an updated annual "Personal Property Report" that covers all Personal Property, including shuttle vehicles. The Concessioner must submit this Plan annually by November 1. In addition to the requirements in Part D, the Concessioner must submit an "Annual Shuttle Vehicle Maintenance Plan" by November 1. The Plan must include the following items:

- (1) *Shuttle Vehicle Preventative Maintenance ("PM") Schedules*. The Concessioner must develop PM schedules for the next calendar year to ensure that the Service shuttle vehicles are properly maintained. At a minimum, the shuttle vehicle PM schedules must adhere to the manufacturer's recommendations. The PM schedule must list what PM tasks will be completed and their frequency. The PM schedule must also list the dates during which the shuttle vehicles are scheduled to be out of service for maintenance. The plan must include the quality-control process the Concessioner will use to ensure that the PM activities are being completed as scheduled.
- (2) *Other Scheduled Shuttle Vehicle Repair and Maintenance Activities*. In addition to the PM activities reported under the annual PM schedules, the Concessioner must identify any other shuttle vehicle repair

and maintenance activities planned during the next calendar year (e.g., shuttle recurring maintenance, repairs, etc.) and provide a schedule indicating when these activities will occur. The schedule must also list the dates during which the shuttle vehicles are scheduled to be out of service for maintenance.

(3) *Random Inspections.* The Service may inspect the shuttle vehicles at any time.

9) Personal Property

- A) The Concessioner must maintain, service, and repair all Personal Property used in concession operations, including but not limited to furnishings, appliances, machinery, and equipment per manufacturers' recommendations, and replace as necessary.
- B) The Concessioner must ensure all equipment used in food service operations, including but not limited to dishwashers, refrigerators, freezers, and serving tables is in compliance with all Applicable Laws, including without limitation the most current FDA Food Code.
- C) The Service reserves the right to require the Concessioner to replace Personal Property provided by the Concessioner including furniture and equipment at the end of its remaining life or when the item presents a quality, safety, or environmental issue.

10) Utilities

A) Electrical

- (1) Gulf Power maintains the primary electrical lines to the Concession Facilities and provides electrical power to the facilities. Gulf Power will directly bill the Concessioner for electricity used in or by the Concession Facilities.
- (2) The Concessioner must repair or replace, as directed by the Service, any damage to the Concessioner-assigned components of the utility system and damage occurring beyond the Concessioner-assigned components of the utility system that results from actions of the Concessioner, its employees, agents, or contractors. The Concessioner must reimburse the Service for Service-completed repairs resulting from the Concessioner's acts or omissions.

B) Water

- (1) The Concessioner may be billed by the Service to repair or replace any damage to the Concessioner-assigned components of the water system and damage occurring beyond the Concessioner-assigned components of the water system that results from acts or omissions of the Concessioner, its employees, agents, or contractors.

C) Grease Traps

- (1) The Concessioner must maintain all grease traps. The Concessioner must dispose of the grease outside the Area in accordance with Applicable Laws. The Concessioner must notify the Service at least 24 hours in advance of pumping.
- (2) The Concessioner must ensure that used oils are stored in animal proof containers or storage facilities prior to disposal and/or transportation. The Concessioner must contact a rendering vendor and establish a schedule for pick-up of grease.
- (3) If grease is entering the sewer system, the Service will require the Concessioner to pump the grease traps on a specified interval, more frequently than three times during the operating season. In the event of a grease trap failure, the Concessioner must immediately notify the Service. In the event of failure of a grease trap, the Concessioner must reimburse the Service for any labor, equipment and materials cost the Service incurs if the Service pumps grease traps.
- (4) The Concessioner must maintain a service log that must be available upon request.

- D) **Telephone and Internet.** The Concessioner must provide and maintain all telephone and internet services, equipment and lines within and for Concession Facilities, including wiring on the user side of connections and panels.

11) Fire and Life Safety Systems Policy and Procedures

- A)** The Concessioner must comply with the applicable National Fire Protection Association (NFPA) codes. For vessels, the concessioner must also comply with any and all applicable USCG laws, regulations and policies as well as relevant NFPA and CFR.
- B) Inspections.** The Concessioner must ensure and document inspections of fire extinguisher and other fire and life safety system components and devices. The Concessioner must maintain documentation of inspections on site for a minimum of three years and provide a copy to the Service upon request. 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. Inspections must include the following:
- (1) *Fire Extinguishers (Routine Inspection, Testing and Maintenance):* The Concessioner must perform inspection, testing, and maintenance in accordance with the requirements of NFPA 10 (standard for Portable Fire Extinguishers), including but not limited to the timing for inspections in NFPA 10. Unless required more frequently per NFPA 10, the Concessioner must annually have a licensed fire extinguisher service contractor perform the required inspection, testing, and maintenance of each extinguisher. Unless required more frequently per NFPA 10, the Concessioner must perform and record monthly visual inspections. The concessioner must include and document the following in visual inspections:
 - (a) Extinguisher is mounted in a proper place and at an appropriate height
 - (b) Access and visibility not obstructed
 - (c) Operating instructions facing outward
 - (d) Seals or other tamper indicators intact
 - (e) Pressure gauge in normal range
 - (f) No physical damage
 - (g) Current date
 - (2) *Fire Detection and Notification Systems (Fire Alarm):* The Concessioner must perform inspection, testing, and maintenance in accordance with the requirements of NFPA 72 (National Fire Alarm Code), including but not limited to timing of inspections, testing and maintenance. A licensed fire alarm system contractor must perform all inspection, testing, and maintenance. Unless required more frequently by NFPA 72, the Concessioner must test fire alarms and emergency dialers monthly, with the results reported to the Service upon request.
 - (3) *Emergency Lighting and Illuminated Exit Signs:* The Concessioner must perform monthly inspection, testing, and maintenance in accordance with the requirements of NFPA 101 (Life Safety Code), including but not limited to timing of inspection, testing and maintenance. The Service may require the concessioner to perform more frequent service and maintenance. Unless required more frequently by NFPA 101, the Concessioner must inspect and test lighting at least monthly and perform maintenance as approved by the service in the CMPR. Results will be reported to the Service upon request

12) Service Maintenance Responsibilities

Nothing in this Maintenance Plan will be construed as requiring the Service to conduct Maintenance of Concession Facilities and Personal Property of any kind except as otherwise expressly stated by the terms of this Maintenance Plan. Any approval or consent given by the Service of any plan, permit, report, inspection, or any other consent or approval given by the Service under this Maintenance Plan does not relieve the Concessioner or the Concessioner's contractors of any responsibility for any errors or omissions or from the responsibility to comply with the requirements of this Maintenance Plan or the Contract. The Service may assist the Concessioner in its maintenance program by assuming and executing the following responsibilities subject to the availability of funding:

A) Utility Responsibilities

- (1) Except as otherwise provided, the Service is responsible for electrical and water system maintenance.
- (2) The Service will provide water and sewer to the Concession Facilities and the Concessioner
- (3) The Service will maintain all main water and sewer lines. The Service maintains all water mains in the Area, maintains the water lines up to and including the meter and maintains the sewer lines.
- (4) The Service will operate and maintain all treatment facilities for water and wastewater
- (5) The Service will assist with the location and identification of water and sewer lines.

- (6) The Service will make repairs to any damaged component. The Concessioner must reimburse the Service for Service completed repairs resulting for act or omission of the Concessioner
- (7) The Service will provide potable waterto Concessioner assigned facilities.
- (8) The Service provides bacteriological monitoring and chemical analysis of potable water as required by all Applicable Laws.
- (9) The Service will repair damage to the Concession Facilities resulting from repairs and maintenance to the water and sewer systems The Concessioner must reimburse the Service for Service-completed repairs resulting from the Concessioner's acts or omissions.
- (10) The Service will notify the Concessioner for all planned, non-emergency service disruptions at least 24 hours in advance of the planned disruption.
- (11) The Service is responsible for providing and maintaining the sewer lift stations.

B) Fire and Life Safety

- (1) 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 evaluations so that a representative of the Concessioner may accompany the Service evaluator on the inspection.

C) Maintenance of Service Dock

- (1) The Service is responsible for the maintenance, repair and upkeep of the Fort Pickens dock. The Concessioner must reimburse the Service for Service completed repairs resulting from acts or omissions of the concessioner. The Service is not responsible for repair or maintenance of the ferry embarkation sites at Pensacola and Pensacola Beach.

D) Evaluation of Concessioner Maintenance

- (1) The Service will provide the Concessioner with an annual evaluation of Concession Facilities, vessels and vehicles. The evaluation will be provided to the Concessioner as a record of Concession Facilities vessels and vehicles condition, documenting the Concessioner's compliance with its obligation to perform all necessary Maintenance, including, without limitation, Annual Concessioner Maintenance Plan (ACMP), Annual Vessel Maintenance Plan and Personal Property Report actions. The findings and results of the evaluation will become part of the basis of evaluating Concessioner performance under the "NPS Concessioner Annual Overall Rating" program. Refer to Appendix N-Water Ferry Standards, Appendix P-Transportation Systems Eval 10-607-Transportation Systems, Appendix T-Laundry Standards, Appendix U-Quick Service F+B Standards, Appendix V-Risk Management Standards and Appendix W-RET Retail Standards.

PART C – CONCESSIONER ENVIRONMENTAL RESPONSIBILITIES

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

1) General

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

2) Air Quality

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

3) Hazardous Substances

- A) The Concessioner must minimize the use of Hazardous Substances for Maintenance purposes under this Contract where feasible.
- B) The Concessioner must provide secondary containment for Hazardous Substances storage where there is a reasonable potential for discharge to the environment. At a minimum, the Concessioner must provide secondary containment for Hazardous Substances located in outside storage areas, in interior storage areas in the proximity of exterior doorways or floor drains, on docks on vessels and on vehicles.
- C) All flammable Hazardous Substances materials must be stored in UL approved flammable storage cabinets, rooms or buildings as defined by the National Fire Prevention Association.

4) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- A) The Concessioner must minimize the generation of Hazardous Waste, Universal Waste and miscellaneous maintenance waste where feasible.
- B) The Concessioner must recycle Hazardous Waste, Universal Waste, and miscellaneous maintenance wastes, where feasible, including but not limited to, used oil, used oil contaminated with refrigerant, used solvents, used antifreeze, paints, used batteries, and used fluorescent lamps (including CFLs).
- C) Concessioner must obtain approval from the Service for Hazardous Waste, Universal Waste, and miscellaneous maintenance waste storage area siting and designs.
- D) If a Conditionally Exempt Small Quantity Generator (CESQG) of hazardous waste as defined under Applicable Laws, the Concessioner must follow small quantity generator (SQG) requirements, related to container labeling, storage, accumulation times, use of designated disposal facilities, contingency planning, training, and recordkeeping.
- E) The Concessioner must manage Universal Waste as defined under Applicable Law (i.e., storage, labeling, employee training, and disposal) in accordance with federal universal waste regulations irrespective of hazardous waste generator status.

5) Pest Management

- A) The Concessioner must eradicate any pest infestation in personal or other property and in all Concession Facilities, including infestation that requires fumigation/tenting for termites or other pests.
- B) The Concessioner must conduct pesticide management activities in accordance with NPS Integrated Pest Management (IPM) procedures contained in NPS 77 and the Park IPM Plan.
- C) The Concessioner must obtain Service approval to control pests utilizing chemicals or by other means. The Concessioner must submit by January 15 of each calendar year a Pesticide Use Request Form for anticipated pesticide use and a Pesticide Use Log which tracks the pesticide use for the current year.
- D) The Concessioner must obtain Service approval for pesticide storage area siting and design.
- E) The Concessioner must obtain Service approval to use contracted pesticide applicators

6) Solid Waste Reduction, Storage and Collection and Disposal

- A) The Concessioner must implement a source reduction program designed to minimize its use of disposable products in its operations. Purchase and reuse of materials is encouraged where feasible as the first choice in source reduction.
- B) The Concessioner must develop, promote and implement a litter abatement program.
- C) The Concessioner must provide, at its own expense, an effective management system for the collection, storage and disposal of Solid Waste generated by its facilities and services as well as the Solid Waste generated by the visiting public at its facilities.
- D) The Concessioner must develop, promote and implement as part of its Solid Waste management system, a recycling program that fully supports the efforts of the Service. Recyclable items may include but not be limited to paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The plan must address large items such as computers and other electronics, white goods and other bulky items.
- E) Solid Waste collection and disposal must be conducted on a schedule approved by the Service, on a frequency as necessary to prevent the accumulation of waste.

- F) Solid Waste that is not recycled must be properly transported and disposed of at an authorized sanitary landfill or transfer station. Recyclables must be transported to an authorized recycling center.
- G) The Concessioner must obtain Service approval for any contracted Solid Waste services.

7) Water and Energy Efficiency

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

8) Wastewater

- A) The Concessioner must minimize impacts to water quality in maintenance under this Contract through the use of appropriate control equipment and practices.
- B) The Concessioner must prevent discharges to the sanitary sewer system that could result in pass through of contaminate or that could interfere with the operation of the sanitary wastewater treatment system.
- C) The Concessioner must minimize the storage of equipment and materials in the Concession Facilities in a manner that would cause storm water contamination (i.e., storage outside without weather protection).

PART D – CONCESSIONER REPORTING RESPONSIBILITIES

1) General

The concessioner must submit the following plans and reports to the park for review and approval according to the frequency and due dates defined in Section 2, Reporting Schedule.

A) Concessioner Maintenance Plan and Report (CMPR)

The Concessioner must submit annually (for review and approval) a CMPR 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 should 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 CPPR 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. The CMPR due date is stated in the maintenance plan.

B) Concessioner Project Plan and Report (CPPR)

The concessioner must submit annually (for review and approval) a CPPR 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 should 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. The CPPR due date is stated in the maintenance plan.

C) Personal Property Report

The Concessioner must provide the Service with a planned Personal Property replacement, rehabilitation, and repair schedule for the next calendar year annually for review and approval of the Service. 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.

D) Pesticide Use Log

The Concessioner must submit by January 15th of each calendar year Pesticide Use Log which tracks pesticide use for the current year.

E) Pesticide Use Request Form

The Concessioner must submit by January 15th of each calendar year a pesticide request form requesting approval of anticipated pesticide use.

2) Reporting Schedule

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

Report or Plan	Schedule	Due Date
Concessioner Maintenance Plan and Report (CMPR)	Annually	February 1
Concessioner Project Plan and Report (CPPR)	Annually	February 1
Personal Property Report	Annually	November 1
Pesticide Use Log	Annually	January 15
Pesticide Use Request Form	Annually	January 15
Annual Vessel Maintenance Plan – see Part B 6)H)	Annually	November 1
Annual Shuttle Vehicle Maintenance Plan – see Part B 7)C)	Annually	November 1
USCG Certificate of Inspection – see Part B 7)F)(2)	Initial/If changes occur	Within 48 hours of Receipt of Certificate or Inspection Findings from USCG
USCG Dry Dock Inspection Schedule see Part B 7)F)(2)	Annually	November 1
USCG Life Safety and Dry Dock Inspections - see Part B 7)F)(2)	Annually	Within 48 hours of Receipt of Inspection Findings from USCG
USCG Violations - see Part B 7)F)(2)	If they occur	Within 24 hours of occurrence

Effective _____, 20__