

**Exhibit E
Maintenance Plan**

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EXHIBIT E MAINTENANCE PLAN

1) INTRODUCTION

This Maintenance Plan between **insert Concessionaire name** (hereinafter referred to as the "Concessionaire") and the U.S. Fish and Wildlife Service (hereinafter referred to as the "Service") sets forth the maintenance responsibilities of the Concessionaire and the Service with regard to those lands and facilities within Acadia National Park (hereinafter referred to as the "Area") that are assigned to the Concessionaire 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 Concessionaire'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This Maintenance Plan will remain in effect until superseded or amended.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 Concessionaire and revised as determined necessary by the Superintendent of the Area. Revisions may not be inconsistent with the terms and conditions of the main body of the Contract. Any revisions must be reasonable and in furtherance of the purposes of this Contract.

2) PART A – GENERAL STANDARDS

A) General Concession Facilities Standards

Pursuant to the Contract, the Concessionaire is solely responsible for the maintenance of all Concession Facilities to the satisfaction of the Service. In fulfilling its responsibility, the Concessionaire must comply with the terms of this Maintenance Plan.

The Concessionaire must conduct all maintenance activities in compliance with Applicable Laws, as that term is defined in the Contract. Applicable Laws include, but are not limited to Service standards, DOI and USFWS Asset Management Plans, USFWS Management Policies, and manufacturer recommendations and specifications.

B) Definitions

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

Asset – Real Property that the U.S. Fish and Wildlife 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/Repair(CR) – The planned Replacement of a Component at the end of its Useful Life. Component Renewal examples include the replacement of windows, doors, building systems such as electrical distribution systems, HVAC systems, and plumbing systems, appliances and the rehabilitation of components of 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 Concessionaire on a recurring basis that meet daily operational needs of Concession Facilities. Typical Facility Operations work includes janitorial and custodial services, snow removal, the operation of utilities, and grounds keeping. Certain Facility Operations requirements may be included in Exhibit B (Operating Plan) to the Contract.

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

Personal Property – For purposes of this Maintenance Plan, the term Personal Property refers to manufactured items of independent form and utility, including equipment and objects, which are solely for use by the Concessionaire to conduct business. Personal Property includes, without limitation, removable equipment, furniture and goods, necessary for Concessionaire 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 Concessionaire so that the Concessionaire 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) **Concessionaire Responsibilities**

(l) In General

- (a) All personnel conducting Maintenance must have the appropriate skills, experience, licenses and certifications to conduct such work.
- (b) The Concessionaire, where applicable, must submit project plans to the Service that are stamped by a Professional Engineer or Registered Architect licensed in the appropriate State.
- (c) The Concessionaire, where applicable, must obtain the appropriate permits required by federal, State or local law and must provide copies of the permits to the Service.
- (d) The Concessionaire must follow, at minimum, those LEED (Leadership in Energy and Environmental Design) standards set for achieving a silver rating for applicable maintenance. However, the Concessionaire is not required to apply for and receive third-party verification or certification of LEED compliance.
- (e) The Concessionaire must not construct or install Real Property Improvements (including, without limitation, Capital Improvements and Major Rehabilitations).

- (f) Rehabilitation or improvements to the facilities must comply with Accessibility requirements of the US Access Board.
- (2) Environmental, Historic, and Cultural Compliance
 - (a) Certain Maintenance actions that are subject to these compliance procedures under the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other Applicable Laws.
 - (b) Any proposed Maintenance actions that are subject to these compliance procedures must be submitted to the Service by the Concessionaire in the format required.
 - (c) The Concessionaire 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 Concessionaire concerning proper process and procedure.
- (3) Maintenance Tracking
 - (a) The Concessionaire must schedule and track completion of all of its Maintenance actions and associated expenditures in an electronic format. Such electronic format must be acceptable to the Service and must effectively provide the Service the Maintenance information that the Concessionaire is required to provide under this Maintenance Plan.
 - (b) The Concessionaire must, on a frequency determined by the Service and in an electronic format acceptable to the Service, provide the Service with Maintenance information that the Service requests. This information may include, but is not limited to: (1) outstanding Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance listed by Asset; and (2) budgeted and actual expenditures listed by Asset for Component Renewal and Deferred, Recurring, Preventive, scheduled, and unscheduled Maintenance. The Service, in consultation with the Concessionaire, will define the specific requirements for providing requested information, including data export formats, required fields, and data structure.
 - (c) The Concessionaire must fully develop, implement, and administer a maintenance management schedule/log within the first 60 days of the Contract and must use it to track the condition of and work performed on Concession Facilities in accordance with this Maintenance Plan and direction from the Service. The Concessionaire must record all maintenance performed on concession facilities and must ensure that the Service has proper access to and use of all maintenance logs/data during the Contract term and for a period of five (5) years thereafter.
- (4) Concessionaire Inspections

The Concessionaire must conduct inspections of Concession Facilities (no less than annually) to track its compliance with this Maintenance Plan and to compile information that will aide in the development of future Maintenance requirements.

D) U.S. Fish and Wildlife 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 U.S. Fish and Wildlife 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 Concessionaire or the Concessionaire'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 Concessionaire must provide qualified personnel to accompany the Service when a Concession Facilities inspection is performed.

(2) Evaluation of Concessionaire Maintenance of Facilities

The Service will provide the Concessionaire with an annual evaluation of Concession Facilities. The evaluation will be provided to the Concessionaire as a record of Concession Facilities condition, and will document the Concessionaire's compliance with its obligation to perform all necessary Maintenance. The findings and results of the evaluation will be documented and provided to the Concessionaire.

3) PART B -AREA SPECIFIC RESPONSIBILITIES

A) Concessionaire Responsibilities

(1) GENERAL

- (a) The Service must approve all modifications to assigned structures before any work begins.
- (b) The Concessionaire must provide all necessary maintenance and repair of the interior and exterior of all buildings, grounds, and structure within the land assignment area in Exhibit C.
- (c) Within the Assigned Area, the Concessionaire must routinely inspect for and repair any safety hazards.
- (d) At the end of the operating season, the Concessionaire must remove emergency lights batteries from their fixtures and store them properly.
- (e) Concessionaire is required to dispose of or eliminate fish remains from the designated cleaning area after each use. The proposed method selected by the Concessionaire for disposal or elimination of fish remains from the designated cleaning area is subject to prior written approval of the Refuge Manager.

(2) BUILDINGS

- (a) (1) The Concessionaire must paint the exterior of the building in accordance with laws and regulation by the end of the fifth year of the contract or as otherwise agreed to by the Concessionaire and the Service. The paint color for the building requires prior approval from the Service.
- (b) As needed, the Concessionaire must paint the interior of the Concessionaire retail and office space.
- (c) The Concessionaire must repair damaged or broken windows, doors, electrical fixtures, faucets, woodwork, etc.
- (d) The Concessionaire must repair or replace flooring as necessary.
- (e) The Concessionaire must periodically clean the building's interior and exterior including the storage area under the building,
- (f) The Concessionaire-provided apartment, must be well maintained. The Concessionaire must inspect any employee housing on a regular basis to ensure that it complies with all applicable fire, health, and safety codes, policies, and guidelines.

(3) RESTROOM

- (a) The Concessionaire must clean each restroom at a minimum once daily and additionally as needed, including all stalls, fixtures, sinks, toilets, hand dryers, trash receptacles, floors, changing tables, other contact surfaces, and the exterior water fountain.
- (b) The Concessionaire must maintain a log documenting daily cleaning and inspections. This cleaning log must be placed on the back of the restroom doors.
- (c) The Concessionaire must check and stock restroom supplies at a minimum twice daily to ensure adequate supply of items such as soap and toilet paper.
- (d) The Concessionaire must ensure that the water fountain is clean and fully operable and available for visitor use. If the restroom fixtures become inoperable, the Concessionaire must contact the Service immediately to coordinate repairs. The Concessionaire must not replace fixtures.
- (e) While nearly all of the restroom users are either refuge visitors or Concessionaire employees, the Concessionaire must allow any visitor to the Area to use the Restrooms.
- (f) Without delay, the Concessionaire must notify the Service when emergency repairs necessitated by vandalism, abuse, or misuse of property are undertaken, in order to ensure visitor and employee safety

are not compromised by the repair action taken. The Concessionaire must ensure that repairs comply with Service standards.

(4) **LANDSCAPE**

- (a) The Concessionaire must repair or replace fencing and gate and automatic opener as necessary.
- (b) The Concessionaire must care for the grounds of the Assigned Area, including grass cutting and trimming of bushes and trees.
- (c) Within the Assigned Area, the Concessionaire must inspect all grounds on a daily basis and pick up litter to maintain an acceptable appearance. The Concessionaire must use liners in cans to facilitate removal, reduce the chances for the attraction of vermin, and enhance overall sanitation. The Concessionaire must provide wildlife-proof waste receptacles and recycling containers.
- (d) The Concessionaire must maintain existing drainages through mowing and collection of debris.

(5) **UTILITIES**

- (a) Within the Assigned Area, the Concessionaire is responsible for repair and maintenance of any water lines in the building including hoses and outdoor spigots to the Island Water association meter.
- (b) The Concessionaire is responsible for maintaining the Sewer lines from the building to the City of Sanibel lift station.
- (c) The Concessionaire is responsible for maintaining the electrical and telecom systems within the building.

(6) **SIGNAGE**

- (a) The Concessionaire will not install or replace any exterior signs relating to its operations and services within the assigned areas without Refuge Manager approval. Examples include identifying location of facilities, operating services and hours, and the Concessionaire's rules or policies. The Concessionaire is responsible to replace any interior signs within its facilities and must be approved by the Refuge Manager.

B) U.S. Fish and Wildlife Service Responsibilities

- (1) During the execution of any of any Service responsibilities indicated in this Exhibit, should the Service disrupt areas or lands within the Concessionaire's assigned facilities, the Service will provide mitigative signing, barriers, and revegetation efforts as are needed.
- (2) The Service may install signs within the Assigned Area.
- (3) The Service will meet and consult with the Concessionaire periodically to evaluate the Maintenance needs of the facilities.

4) PART C – CONCESSIONAIRE ENVIRONMENTAL RESPONSIBILITIES

The Concessionaire must comply with the following Maintenance-related environmental responsibilities. Area-required Concessionaire responsibilities described in Part B may provide more specific and/or additional environmental requirements. When in conflict, Concessionaire responsibilities described in Part B supersede those identified in this part.

A) General

While performing maintenance under this contract, the Concessionaire 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 Concessionaire 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 Concessionaire 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 Concessionaire must obtain Service approval prior to using halon fire suppression systems.

C) Hazardous Substances

- (1) In performing Maintenance, the Concessionaire must minimize the use of hazardous substances under this Contract where Feasible.
- (2) The Concessionaire 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 Concessionaire 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 Concessionaire must store all flammable hazardous substances materials in UL approved flammable storage cabinets, rooms, or buildings as defined by the National Fire Prevention Association.

D) Hazardous, Universal and Other Miscellaneous Maintenance Wastes

- (1) The Concessionaire must minimize the generation of hazardous waste, universal waste and miscellaneous maintenance waste to the extent feasible.
- (2) The Concessionaire 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 Concessionaire must obtain approval from the Service for hazardous waste, universal waste, and miscellaneous maintenance waste storage area siting and designs.
- (4) The Concessionaire 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 Concessionaire must, irrespective of its hazardous waste generator status, manage universal waste (i.e., it must store, label, train employees, and dispose of universal waste) in accordance with federal universal waste regulations.

E) Pest Management

- (1) The Concessionaire must conduct pesticide management activities including prevention/exclusion, abatement, reporting and monitoring in accordance with USFWS Integrated Pest Management (IPM) procedures contained in USFWS
- (2) The Concessionaire 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 Concessionaire must obtain Service approval prior to controlling pests utilizing chemicals or by other means.
- (4) The Concessionaire must obtain Service approval for pesticide storage area siting and design.
- (5) The Concessionaire must obtain Service approval prior to contracting with any third party to apply pesticides.

F) Solid Waste Reduction, Storage and Collection and Disposal

- (1) The Concessionaire must implement a source reduction program designed to minimize its use of disposable products in its operations. The Concessionaire is encouraged to purchase and reuse materials to the extent Feasible as the first choice in source reduction.
- (2) The Concessionaire must develop, promote and implement a litter abatement program.
- (3) The Concessionaire must provide an effective management system for the collection, storage and disposal of solid waste generated by its facilities and services as well as the solid waste generated by the visiting public at its facilities.
- (4) The Concessionaire 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 U.S. Fish and Wildlife Service's recycling efforts. Area-specified materials include, but may not be limited to, paper, newsprint, cardboard, bimetals, plastics, aluminum and glass. The Concessionaire's recycling program must address large items such as computers and other electronics, white goods and other bulky items.
- (5) The Concessionaire must collect and dispose of solid waste on a frequency (approved by the Service) as necessary to prevent the accumulation of waste.

- (6) The Concessionaire must transport and dispose of solid waste that is not recycled at an authorized sanitary landfill or transfer station. The Concessionaire must transport recyclables to an authorized recycling center.
- (7) The Concessionaire must obtain Service approval prior to contracting with any third party for solid waste services.
- (8) Concessionaire is required to dispose of or eliminate fish remains from the designated cleaning area after each use. The proposed method selected by the Concessionaire for disposal or elimination of fish remains from the designated cleaning area is subject to prior written approval of the Refuge Manager. Fish waste shall not be discarded into the waters or fed to wildlife.

G) Water and Energy Efficiency

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

H) Wastewater

- (1) The Concessionaire must minimize impacts to water quality caused by maintenance performed under this Contract through the use of appropriate control equipment and practices.
- (2) The Concessionaire 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 Concessionaire must maintain assigned wastewater treatment systems, if any, in accordance with Applicable Laws. The Concessionaire must maintain a maintenance log for wastewater treatment equipment, and it must make such log available to the Service upon request.
- (4) The Concessionaire 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).

I) Fuel Storage

- (1) All fuel kept within the land assignment will be stored consistent with all applicable laws and regulations.

5) PART D – CONCESSIONAIRE REPORTING RESPONSIBILITIES

A) General

The Concessionaire 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) Concessionaire Maintenance Plan and Report

The Concessionaire must provide to the Service (for the Service's review and approval) a Concessionaire Maintenance Plan and Report (CMPR) that is applicable to all Concession Facilities. The CMPR must identify projected maintenance activities in year prior to commencement of the work. Work that requires planning and design must be identified in the CMPR the year before planning and design begins. The purpose of the CMPR is to identify the need and tentative scope of activities a complete year in advance of actual work to allow adequate time to prepare for work commencement and report status. Projects shown in the CMPR must include at a minimum the USFWS asset number; work order number, work order subtype, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date. The CMPR should break down activities to be performed in sufficient detail to identify, plan, locate and track work performed.

(2) Concessionaire Project Plan and Report

The Concessionaire must provide to the Service (for the Service's review and approval) a Concessionaire Project Plan and Report (CPPR) that is applicable to all Concession Facilities. The CPPR must identify

Component Renewal projects one year prior to commencement of the individual project. Projects that require planning and design before construction must be identified in the CPPR the year before planning and design begins. The purpose of the CPPR is to identify the need and tentative scope of projects a complete year in advance of actual work to allow adequate time to prepare for project commencement and report project status. Projects shown in the CPPR must include at a minimum the USFWS asset number; work order number, work order open date; project title; concept description; justification; and anticipated NEPA and Section 106 planning and compliance; status; and work order completed date.

(3) Personal Property Report

The Concessionaire must provide to the Service (for the Service’s review and approval) a Personal Property Report that documents the Concessionaire’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.

(4) Pesticide Use Log

The Concessionaire must submit to the Service by September 31st annually a Pesticide Use Log which documents the Concessionaire’s pesticide use for the prior operating season.

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

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
Concessionaire Maintenance Plan and Report (CMPR)	Annually	September 31st
Concessionaire Project Plan and Report (CPPR)	Annually	September 31st
Personal Property Report	Annually	September 31st
Pesticide Use Log	Annually	September 31st