

**Prospectus for Campground and
Related Granger-Thye Concessions
Stanislaus National Forest**

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service**

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I. Business Opportunity

A. Introduction

This prospectus is being issued to solicit applications for a concession campground special use permit. Two separate permits will be issued to provide high-quality public service in the operation and maintenance of Government-owned recreation facilities located on the Stanislaus National Forest. The two separate permits will include the following developed sites:

Permit Area 1:	Summit Ranger District	Brightman Complex	Boulder Flat Campground
			Brightman Campground
			Dardanelle Campground
			Pigeon Flat Campground
			Eureka Valley Campground
	Mi Wok Ranger District		Fraser Flat Campground
Permit Area 2:	Groveland Ranger District	Highway 120 Complex	Dimond O Campground
			Lost Claim Campground
			Sweetwater Campground
			The Pines Campground
			The Pines Group Campground

The authorized officer for this business opportunity will be the Forest Supervisor for the Stanislaus National Forest, 19777 Greenly Road, Sonora, CA 95370.

In the past, the sites included in this prospectus were included in three separate permits. The Brightman Complex and Fraser Flat permits will be combined to create a Brightman Complex permit.

Permit Area 1 (Brightman Complex) includes the Summit Ranger District and Mi Wok District sites, this permit will be administered by the Summit Ranger District.

Permit Area 2 (Highway 120 Complex) includes sites and administration from the Groveland Ranger District.

The current permits for these concessions expire on December 31, 2008. Over the past three years, these concessions have generated the following gross revenues (including camp fees, firewood sales, extra vehicle fees, etc):

Permit Area	Campground	2005 Revenues	2006 Revenues	2007 Revenues
1	Brightman Complex	\$68,460	\$70,045	\$71,816
	Fraser Flat Campground	\$49,159	\$27,470	\$46,593
2	Highway 120 Complex	\$88,604	\$83,256	\$80,039

B. Area Description

Nestled between Lake Tahoe and Yosemite, the Stanislaus National Forest awaits visitors with the restorative power of its diverse landscapes. Amid soaring crests, sparkling mountain lakes, towering forests, and canyons carved by cool rushing rivers, visitors discover connections with nature and the spirit of the Sierra Nevada.

A cherished and accessible overnight destination, the Forest offers a full range of year-round recreation opportunities. A network of trans-sierra highways, forest roads and trails encourages discovery of nature and history, creating family traditions and lifetime memories. Opportunities

abound for visitors to expand their understanding of the natural world and to strengthen their connection to the land, now and for the future.

Temperatures during the summer are relatively mild, averaging from the upper 80s to 90s in the lower elevations (2500ft. – 6500ft.) and from the 70s to 80s in the higher elevations (6500ft. – 9000ft.) during the day. Night time temperatures range from the upper 40s to 50s in the lower elevations and the upper 30s to 40s in the higher elevations. July through September is typically hot and dry months in the lower elevations, with higher elevations experiencing occasional afternoon thunderstorms. In late October, temperatures in the higher elevations average about 60 degrees, with lows at night in the 30s and 40s. Frost and snow in the higher elevations can occur anytime after mid-October. The Stanislaus National Forest receives its greatest amount of precipitation in the form of snow. Open dates for high-elevation campgrounds are dependant on snow and road conditions.

The campgrounds listed in this offering are easily accessible via paved county roads Highway 108 and Highway 120 (Reference Appendix 1). With less than a three hour drive from the San Francisco Bay area and the central valley, the forest offers easy access to a rapidly expanding population base of almost 10 million people. Within 20 years, population in the market area will increase by 52% and visitation of the forest will increase 42%. Estimated annual use of the Stanislaus National Forest is 1,759,756. Local population growth exceeds the California rate. Many international visitors also explore the forest.

C. Description of Developed Recreation Sites and Facilities

Permit Area 1: Summit Ranger District

Brightman Complex—General Area Description

The Brightman Recreation complex is located along state Highway 108 and adjacent to the Stanislaus River. California Fish & Game stock the river with catchable trout during the summer months. Elevations range from 5,600 – 6,200 feet. The Brightman Complex has six campgrounds operated by a concessionaire. The campgrounds usually open in time for the start of the fishing season (last Saturday in April) and stay open until mid-October or until weather closes Highway 108. The normal operating period for campgrounds in this complex is May 15 to October 15, services may vary from year to year depending on the weather and most use occurs during July and August and is on a first-come, first served basis.

Fraser Flat currently has a separate permit expiring December 2008 along with the Brightman Complex. These permits will be combined for the future permit. Fraser Flat is located on the Mi Wok Ranger District but is administered by the Summit Ranger District.

No electricity is available on the 108 corridor or Fraser Flat Campgrounds. Garbage service may be contracted to a local vendor or hauled to a transfer station located ½ mile from the Summit Ranger District office in Pinecrest, CA.

Within the area proximate to this complex are: one permitted organization camp, two day-use areas, an interpretive trail, and a trailhead leading into the Emigrant wilderness.

There are two resorts near the Brightman Complex. Kennedy Meadows Resort is on private property, 3 miles from Hwy 108 on Kennedy Meadow Road. Provided services include: a restaurant, store, cabin rentals, pack rentals and trail rides. Dardanelles Resort, located on Hwy 108, is on Federal land and operated under a special-use permit from the Stanislaus National Forest. Provided services include cabin rentals, store, restaurant, gasoline sales, RV dump

station, and camping with some full hookups for RVs and a public telephone. There is no cell phone service within this area, Satellite phones will work at certain times of the day.

Boulder Flat Campground

The Boulder Flat campground is located 20 miles east of the Summit Ranger District office on Hwy 108 at 5600' elevation.

The minimum operating season is from May 15 – October 15 (after Columbus Day weekend), or depending on snow fall. This campground is operated on a first come first served basis.

Boulder Flat has a total of 21 camping units, including 1 host site with water and sewage hook-ups. All units are suitable for tents and RV's. The interior road is paved and the spurs are unpaved. Each unit contains a picnic table and fire ring. There are 4 single unit vault toilets. Water is spring developed and piped to 3 spigots throughout the campground.

Brightman Campground

The Brightman campground is located one mile east of Boulder Flat Campground, on Hwy 108 at 5700' elevation. There are three entrances to this campground.

The minimum operating season is from May 15 – October 15 (after Columbus Day weekend), or depending on snow fall. This campground is operated on a first come first served basis.

Brightman campground has a total of 32 camping units, including 1 host site with a sewage hook-up. All units are suitable for tents and RV's except for 4 walk-in sites. The interior road and spurs are unpaved. Each unit contains a picnic table and fire ring. There are 2 double and 1 single unit vault toilets. There is no water within this campground.

Dardanelle Campground

Dardanelle campground is located one mile east of Brightman Campground, opposite from Dardanelles Resort at 5800' elevation.

The minimum operating season is from May 15 – October 15 (after Columbus Day weekend), or depending on snow fall. This campground is operated on a first come first served basis.

Dardanelle campground has a total of 28 camping units, including 1 host site with water and sewage hook-ups. All units are suitable for tents and RV's. The interior road and spurs are paved. Each unit contains a picnic table and fire ring. There are 2 double and 1 quad unit vault toilets. Water is spring developed and piped to 7 spigots throughout the campground.

Pigeon Flat Campground

Pigeon Flat is a walk-in campground located 2 miles east of Dardanelle Resort at 6000' elevation. NO cars are permitted past the main gate into the camping area. The Column of the Giants National Recreation Trail and day use area is directly adjacent to this facility.

The minimum operating season is from May 15 – October 15 (after Columbus Day weekend), or depending on snow fall. This campground is operated on a first come first served basis.

Pigeon Flat campground has a total of 9 camping units with no host site. All units are suitable for tents only. The parking and camping area for this campground is unpaved. Each unit contains a picnic table and fire ring. There is one single unit vault toilet. This campground has no water.

Eureka Valley Campground

Eureka Valley campground is located 1 mile east of Pigeon Flat at 6100' elevation.

The minimum operating season is from May 15 – October 15 (after Columbus Day weekend), or depending on snow fall. This campground is operated on a first come first served basis.

Eureka Valley campground has a total of 28 camping units, including one host site with a sewage hook-up. All units are suitable for tents and RV's. The interior road and spurs are unpaved. Each unit contains a picnic table and fire ring. There are 4 double unit vault toilets. Water is supplied to this campground through a well with three hand pumps throughout the campground.

Fraser Flat Campground

This campground is located 3 miles north off Hwy 108 on Fraser Flat Road at 4800' elevation. Fraser Flat Road is a steep and winding paved route where safe travel speeds average 20-30 miles per hour. This campground includes an accessible fishing pier on the South Fork of the Stanislaus River which is used as a day use area.

The minimum operating season is from May 15 – October 15 (after Columbus Day weekend), or depending on snow fall. This campground is operated on a first come first served basis.

Fraser Flat campground has a total of 38 camping units, including one host site with water and sewage hook-ups. All units are suitable for tents and RV's. The interior road and spurs are paved. Each unit contains a picnic table and fire ring. There are 2 double unit, 1 single unit, and 1 quad vault toilets. Water is supplied to this campground through a spring with 8 spigots throughout the campground. This campground does receive cell phone service.

Table 1: Characteristics of Developed Recreation Sites – Permit Area 1

Site	2008 Fees	Operating Season	Reservation System	# Units	Interior Roads and Parking Spurs	Water System	Toilets (#)	PAOTS
Boulder Flat Campground	Single \$16.00 Double \$18.00	5/15 -10/15	No	21	Paved roads Unpaved spurs	Spring Development	Vault (4)	105
Brightman Campground	\$13.00	5/15 -10/15	No	32	Unpaved roads Unpaved spurs	None	Vault (5)	165
Dardanelle Campground	Single \$18.00 Double \$22.00	5/15 -10/15	No	28	Paved roads Paved Spurs	Spring Development	Vault (8)	140
Pigeon Flat Campground	\$10.00	5/15 -10/15	No	9	Unpaved roads Unpaved camp area	None	Vault (1)	45
Eureka Valley Campground	\$16.00	5/15 -10/15	No	28	Unpaved roads Unpaved spurs	Horizontal Well	Vault (8)	140
Fraser Flat Campground	\$15.00/ \$5.00 Day Use Fee	5/15 -10/15	No	38	Paved roads Paved spurs	Spring Development	Vault (9)	195

Note: PAOT = persons at one time

* operating season dependent on weather conditions

Permit Area 2: Groveland Ranger District

Highway 120 Complex – General Area Description

The Highway 120 Recreation Corridor of the Groveland Ranger District is the Gateway to Yosemite National Park. The 120 Recreation Corridor is located along California State Highway 120 and adjacent to the Tuolumne River. The 120 Corridor has four family campgrounds and one group campground operated by a concessionaire. Campgrounds on this corridor are nestled among towering pine forests, deep canyons, and southing streams and rivers. Elevations in these campground range from 3,000 feet to 4,400 feet. All of these campgrounds have great access to Yosemite National Park and also an array of recreational opportunities on the Stanislaus National Forest. Within minutes from any of these campgrounds there are unlimited opportunities for fishing the Tuolumne River, hiking in grand forests, learning about California natural resource conservation, or simply relaxing in your camp. The campgrounds usually open around the First of May and stay open until mid-October depending on the snowfall. Most use occurs during June, July and August. Services are generally not offered during the shoulder seasons (early April or late September through October).

No electricity is available within the campgrounds along the 120 corridor. Garbage service may be contracted to a local vendor or hauled to a transfer station located in Sonora; CA. Cell Phone service is not available in this area. Satellite phones do receive a signal.

Dimond O Campground

Dimond O campground is located 16 miles east of the Groveland District office off Hwy 120 on Evergreen Rd. at 4,400' elevation.

The minimum operating season is from May 1 – October 15 (after Columbus Day weekend), or depending on snow fall. This campground is currently on the National Recreation Reservation System.

Dimond O campground has a total of 38 camping units, including 1 host site and the Area Managers site (consisting of 2 units) with water and sewage hook-ups. All units are suitable for tents and RV's. The interior road and spurs are paved. Each unit contains a picnic table and fire ring. There are 3 double unit vault toilets. Water is spring developed and piped to 8 spigots throughout the campground.

Lost Claim Campground

Lost Claim campground is located 12 miles east of Groveland on Hwy 120 at 3,100' elevation, just east of the Groveland District office.

The minimum operating season is from May 1 – September 2, or depending on snow fall. This campground is operated on a first come first served basis.

Lost Claim campground has a total of 10 camping units. All units are suitable for tents and RV's. The interior road and spurs are paved. Each unit contains a picnic table and fire ring. There are 2 double unit vault toilets. Water is supplied through a horizontal well with one hand pump in the campground.

Sweetwater Campground

Sweetwater campground is located 15 miles east of Groveland on Hwy 120 at 3,000' elevation, just east of the Groveland District office.

The minimum operating season is from May 1 – September 2, or depending on snow fall. This campground is operated on a first come first served basis.

Sweetwater campground has a total of 13 camping units, including one host site with water and sewage hook-up. All units are suitable for tents and RV's. The interior road and spurs are paved. Each unit contains a picnic table and fire ring. There are 2 double unit vault toilets. Water is spring developed and piped to 3 spigots throughout the campground.

The Pines Campground

The Pines campground is located 9 miles east of Groveland on Hwy 120 at 3,200' elevation, just east of the Groveland District office.

The minimum operating season is from May 1 – September 2, or depending on snow fall. This campground is operated on a first come first served basis.

The Pines campground has a total of 10 camping units, 4 units are walk-ins. All units are suitable for tents. The interior road is paved and the camping area is unpaved. Each unit contains a picnic table and fire ring. There is 1 double unit vault toilet. Water is spring developed and piped to 2 spigots throughout the campground.

The Pines Group Campground

The Pines Group campground is located 9 miles east of Groveland on Hwy 120 at 3,200' elevation, adjacent to the Pines Campground.

The minimum operating season is from May 1 – September 2, or depending on snow fall. Currently this campground uses the National Recreation Reservation Service.

The Pines Group campground has one camping unit that serves up to 50 people and is suitable for tents only. The interior road is paved and the camping area is unpaved. This unit contains four picnic tables, grills and fire rings. There is 1 double unit vault toilet. Water is spring developed and piped to 2 spigots throughout the site

Table 2: Characteristics of Developed Recreation Sites – Permit Area 2

Site	2008 Fees	Operating Season	Reservation System	# Units	Roads and Parking Spurs	Water System	Toilets (#)	PAOTS
Dimond O	Single \$10.00 Double \$38.00	5/1-10/15	Yes	38	Paved roads Paved spurs	Spring Development	Vault (6)	225
Lost Claim	Single \$14.00 Double \$28.00	5/1-9/2	No	10	Paved roads Paved spurs	Well System Hand pump	Vault (4)	55
Sweetwater	\$17.00	5/1-9/2	No	13	Paved roads Paved spurs	Spring Development	Vault (4)	65
The Pines Campground	\$14.00	5/1-9/2	No	10	Paved road Unpaved camping area	Spring Development	Vault (2)	55
The Pines Group Campground	Group Site \$65.00	5/1-9/2	Yes	1	Paved road Unpaved camping area	Spring Development	Vault (2)	50

Note: PAOT = persons at one time

* operating season dependent on weather conditions

D. Government - Furnished Property

The Forest Service will provide certain property in conjunction with the concession campground special use permit (Reference Appendix 3 of the prospectus). Included in this inventory are a description, the quantity, and the estimated replacement cost of the applicable property.

Applicants should be aware that any improvements made to or on Government recreation sites by the permit holder or his/her agent become the property of the United States. Prior to each use season, a joint inventory of the recreation sites and property will be made.

E. Government - Furnished Supplies

The Forest Service will not furnish any supplies for day-to-day operation of the concession. Government-furnished supplies will be limited to those necessary for programmatic consistency, including:

- Forms to report use and revenue.
- A copy of the Forest Service publications, “Cleaning Recreation Sites,” “In-Depth Design and Maintenance Manual for Vault Toilets,” and “Vault Toilet Pumping Contract Specifications and Guidelines for Preparing Contracts.”
- A copy of “Recreation Opportunity Guides,” which the holder may reproduce at its expense.
- Title VI signs.

F. Utilities and Waste Management

Certain utilities and infrastructure exist for the developed recreation sites identified in this prospectus. The permit holder will be responsible for securing, managing, and paying for these utilities. Applicants should contact current service providers to obtain estimated costs for the utilities. These utilities include:

Garbage: The permit holder shall provide garbage removal at all sites, including maintenance of Government furnished garbage bins and costs of garbage removal. All collected garbage, including ashes from fire pits, will be removed from the Forest to approved disposal sites. Cal Sierra Waste Disposal has provided services in the past.

Water Supply: The permit holder is required to operate and maintain water systems in the permit area and be in compliance with applicable federal, state and local drinking water laws and regulations for operation and maintenance of a public water system. The concessionaire is responsible for water testing and preparing the required reports, and maintaining the required records. Water samples are tested at Aqua lab located in Twain Harte. The concessionaire is also responsible for follow-up testing and additional procedures to be taken when test results are inadequate. Appendix 10: Sample Special Use Permit, Form FS-2700-4h; Appendix F: Operation of Federally Owned Drinking Water Systems describes the testing, documentation and notification requirements associated with operation of the water systems. Copies of water system test reports will be provided to the FS upon receipt by the Concessionaire.

If current regulations change and it becomes necessary to perform more or different tests, the permit holder will be responsible for compliance.

When a campground or other facility that typically has a potable water source does not have potable water available, due to system failure, “unsafe” water samples, or any other reasons, the campground will reduce the charge by \$2.00 and post notification. An alternative source of potable water may be provided by the permit holder to re-open the campground. Holder will be responsible for any and all cost of the alternative source of potable water.

The water systems must be operated by a water system operator certified by the State of California. This will require D2 Water Distribution System license and may require a Class 2 (T2) Water Treatment Operator license. The FS will train the designated operator/maintenance person to learn procedures for routine operation of the Forest Service system(s) (reference Appendix 10: Sample Special Use Permit, Form FS-2700-4h; Appendix F: Operation of Federally Owned Drinking Water Systems). Systems must be maintained to meet or exceed water quality standards.

Electrical: No electrical services provided.

Telephone: No telephone hook-ups are provided within these campgrounds. Cell phones do not receive service in the immediate area of the Brightman Complex or Highway 120 Complex. Fraser Flat has cell phone service.

Propane/Gas: The permit holder is responsible for propane costs related to their operations during the permit use. For safety and regulatory reasons, the permit holder is not allowed to install and/or store bulk butane or propane. JS West is the provider for propane tanks and gas.

Liquid and Solid Waster Disposal: The permit holder is responsible for pumping all vault toilets and septic systems at the developed recreation sites. Cal Sierra Waste Management has provided this service in the past.

II. Forest Service Concession Programs and Policies

Government-owned concessions are authorized by special use permits issued under Section 7 of the Granger-Thye (GT) Act, 16 U.S.C. 580d, and implementing regulations at 36 CFR Part 251, Subpart B.

In addition, there are certain Forest Service programs and policies that apply to campground concession. All applications must be consistent with these requirements.

A. National Recreation Reservation Service (NRRS)

The Stanislaus National Forest participates in the NRRS at Dimond O and The Pines Group Camp on the Groveland Ranger District, which provides nationwide, toll-free telephone reservations for single-family or group camping sites, rental cabins, and other recreational facilities. Visitors pay the camping fee at the time they make a reservation, and no fees are collected at the site (although the permit holder may allow occupancy of any site in the NRSS that is unreserved and charge on site for that use). The current NRRS contractor is ReserveAmerica, 40 South St., Ballston Spa, New York 12020. Contact information for the NRSS follows.

Karen Finlayson

Region 5 NRRS Coordinator

Telephone: 530-647-5393

Email: kfinlayson@fs.fed.us

Facsimile: 530-647-5311

John Cameron

Forest Service Contracting Officer's Technical Representative

Telephone: (850) 523-8589

Email: jhcameron@fs.fed.us

Facsimile:

ReserveAmerica Inc.

2480 Meadowvale Boulevard, Suite 120

Mississauga, Ontario

Canada L5N 8M6

Inventory Help Desk: (877) 345-6777

Customer Service: (888) 448-1474

email: nrrs-inventory@reserveamerica.com

facsimile: (888) 742-5520

The NRRS is the only authorized reservation system for Forest Service developed recreation sites, including campgrounds, cabins, and group use areas. The Forest Service contract for the NRRS prohibits campground concession permit holders from using any other reservation system, establishing their own reservation system, or reserving campsites other than through the NRRS. Applicants may recommend adding sites to or deleting sites from the NRSS or changing the number of sites that may be reserved, the minimum number of days per reservation, or the location of sites that may be reserved. The permit holder also may make these recommendations during the term of the permit. The authorized officer will decide whether to accept or reject the recommendations.

Under the NRRS, the following guidelines must be followed, unless there are compelling operational reasons:

1. For each developed recreation site included in the NRRS, at least 60 percent of the units must be available for reservations. The rest of the units may be occupied on a first-come, first-served basis.
 - Reservation windows vary by type of site and are as follows:
 - Individual Campsites: 6 months in advance
 - Group Campsites: 12 months in advance
2. When the NRRS is utilized, the permit holder is responsible for on-site administration and will be required to:
 - Obtain daily arrival reports (DARs) from the NRRS contractor each morning by establishing at least one central facsimile location, email address, or other means of obtaining and distributing DARs.
 - Develop a system for posting reservations at the sites so other visitors know which units are reserved.
 - Post and hold reserved sites for 24 hours.
 - Ensure that the party with the reservation is the party using the site.
 - Resolve any disputes over the use of reserved sites by drop-in campers.
 - Verify that visitors hold a Golden Age or Golden Access Passport or the National Parks and Federal Recreational Lands Pass (Federal Recreational Lands Pass) authorized under the Federal Recreation Enhancement Act (REA), 16 U.S.C. 6801-6814, before giving the discount on fees for those passes (Reference Chapter II.B).
 - Develop inventory data for sites being added to the NRRS, and update data for sites currently in the NRRS (including fees charged the public and temporary site closures). Submit data to the NRRS at least annually for data updates.
 - Communicate to the NRRS any emergency closures or other relevant operational changes as they occur.
 - Approve customer refunds as appropriate, and process them through the NRRS. NRRS refund policies can be found at <http://www.reserveusa.com/jsp/homepage.jsp?goto=/home/policies.html>

Because reservations can be made up to 12 months in advance for group sites and up to 6 months in advance for family sites, the NRSS is currently accepting reservations for the 2009 operating season. Fees received by the NRSS for reservations after December 31, 2008, will be held by the Forest Service and distributed following issuance of a special use permit to the successful applicant. In the final year of the permit, fees will be held in the same manner until a new permit is issued. The permit holder will honor reservations made prior to issuance of the permit at the price in effect when the reservations were made.

B. Pass Discounts

The permit holder must provide a 50 percent discount on recreation fees charged under REA at developed recreation sites covered by this prospectus to holders of Golden Age and Golden Access Passports, as well as holders of the Interagency Senior and Access Passes.

Specifically, holders of these passes are entitled to a 50 percent discount on the fee for a single campsite occupied by the pass holders. The pass holders are not entitled to a discount on the fee for a multiple-family campsite, cabin, or group use area or any additional campsites occupied by those accompanying the pass holders. The 50 percent campsite discount does not include utility, water, or any other hookup fees.

In addition, holders of these passes are entitled to a 50 percent discount on the pass holders' fee for use of highly developed boat launches and swimming sites. Those accompanying the pass holders are not entitled to the discount.

Any loss of fee revenue from honoring the passes should be factored into applicants' bids.

The permit holder will not be required to offer discounts or free use to holders of the Annual or Volunteer Pass.

The following is a list of sites covered by this prospectus where the 50 percent discount for passes applies:

Permit Area 1:	Summit Ranger District	Brightman Complex	Boulder Flat Campground
			Brightman Campground
			Dardanelle Campground
			Pigeon Flat Campground
			Eureka Valley Campground
			Fraser Flat Campground
Permit Area 2:	Groveland Ranger District	Highway 120 Complex	Dimond O Campground
			Lost Claim Campground
			Sweetwater Campground
			The Pines Campground
			The Pines Group Campground

C. Camp Stamps

Camp stamps must be honored at their face value and submitted to the authorized officer for reimbursement.

D. Site Closures

The Forest Service reserves the right to close all or a portion of any area in this prospectus for repair; construction; floods, snow, extreme fire danger, or other natural events; wildlife protection; or risks to public health and safety. The Forest Service shall not be liable to the permit holder for lost revenue, operating costs, or any other losses resulting from these closures. However, for fee calculation purposes, the permit shall be placed in non-use status as provided by FSH 2709.11, section 31.23.

E. Reserved Administrative Use

If the Forest Service requires the permit holder to provide a service for the agency, the permit holder will be compensated for that use.

F. Applicable Forest Orders

Forest Orders may be issued to address a variety of management concerns on a particular forest. Sample orders related to the offering are identified in Appendix 4. Additional applicable forest orders may be issued in the future.

G. Fee Tickets and Compilation of Use and Revenue Data

The permit holder must provide fee tickets to visitors that include at least the following information:

- The site number and total amount paid.
- The date of issuance and number of days paid for.
- If a pass is used, the pass number.
- The number of people in the group.
- The number of vehicles and their license plate numbers.

The permit holder must provide use and revenue data to the Forest Service (Reference Appendix 5 of the prospectus for a sample use report). Use reports must be completed monthly and at the end of the operating season for each developed recreation site, provided that when the holder performs GT fee offset work in lieu of paying the land use fee in cash, use reports may be submitted quarterly, rather than monthly. At a minimum, monthly and year-end use reports must include:

- The total number of units occupied based on daily counts.
- The total number of people based on daily counts.
- The percentage of occupancy by month.
- Total recreation fee revenue.
- Total fee revenue for other goods and services.
- The total number of Camp Stamps collected.
- The total number of passes used.

In addition, year-end use reports must include:

- Total fee revenue collected under the NRRS.
- Total taxes paid.
- Total gross revenue.
- Total net revenue.

H. Customer Service Commend Cards

The permit holder must provide a customer service comment card to visitors at each developed recreation site (Reference Appendix 6 of the prospectus).

I. Performance Evaluations

At a minimum, the Forest Service will perform a year-end performance evaluation within four months of the close of the operating season (Reference Appendix 7 of the prospectus). An

unsatisfactory rating may be cause for suspension or revocation of the special use permit. Sustained satisfactory performance is required for a permit extension.

J. Accessibility

The Architectural Barriers Act of 1968 (ABA) and Section 504 of the Rehabilitation Act of 1973 require new or altered facilities to be accessible, with few exceptions. In 2004, the Architectural and Transportation Barriers Compliance Board (Access Board) issued revised accessibility guidelines for buildings and facilities subject to the ABA and the Americans with Disabilities Act (ADA). These new guidelines are called the ADA/ABA Accessibility Guidelines. In 2006, the Forest Service issued the Forest Service Outdoor Recreation Accessibility Guidelines (FSORAG). The FSORAG addresses types of recreational facilities, including developed recreation sites that are not covered by ADA/ABA Accessibility Guidelines.

Any Government maintenance, reconditioning, renovation, or improvement (Reference Chapter III.C) must meet ADA/ABA Accessibility Guidelines, where applicable, as well as the FSORAG.

The FSORAG and the ADA/ABA Accessibility Guidelines are posted on the Forest Service's website at <http://www.fs.fed.us/recreation/programs/accessibility>. Questions regarding ADA/ABA Accessibility Guidelines may be referred to the Access Board at www.access-board.gov. Questions regarding the FSORAG may be referred to the accessibility coordinator for the local National Forest.

The permit holder is responsible for ensuring effective communication with visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may obtain information on accessible services, activities, and facilities.

K. Camping Unit Capacity

Number of Vehicles Per Camping Unit

A single-family camping unit may accommodate one vehicle. A "vehicle" is defined as any motorized conveyance, except that for purposes of vehicular capacity, two motorcycles are considered on vehicle. Additional vehicles may be allowed at camping unit, if the camping unit can safely accommodate them. When extra vehicles are allowed, an extra fee of up to 50 percent of the camping unit fee may be charged for each extra vehicle. If an extra vehicle exceeds the camping unit capacity (i.e., the extra vehicle causes a safety hazard or resource damage), the customer may be required to pay for an additional camping unit or park in an overflow parking area, if available. One towed vehicle per single camping unit will be allowed for no extra charge if it can be parked completely on the surfaced area and does not create a safety hazard. Examples of towed vehicles include a boat trailer or a car towed by a motor home.

Group Site Capacity

The capacity established for group sites is as follows:

- The Pines Group Camp includes 1 group site that can accommodate up to 50 people.

L. Stay Limit

Campers at overnight sites will be limited to a 14-day stay limit during any consecutive 30 day period.

M. Fees Charged to the Public

The permit holder may charge the public fees only to the extent that the Forest Service can charge recreation fees under REA. All recreation fees must be specified per developed recreation site. The holder must honor the proposed pricing through the first full operating season. Thereafter, the holder may propose price adjustments with justification.

Permit holders may not charge for any of the following:

- Solely for parking, undesignated parking, or picnicking along roads or trailsides.
- General access, unless specifically authorized by REA.
- Dispersed areas with low or no investment, unless specifically authorized by REA.
- Persons who are driving through, walking through, boating through, horseback riding through, or hiking through NFS lands without using the recreational facilities and services for which a fee is charged.
- Camping at undeveloped sites that do not provide the minimum number of facilities and services prescribed by REA.
- Use of overlooks or scenic pullouts.
- Travel by private, noncommercial vehicle over any national parkway or any road or highway in the Federal-aid System that is commonly used by the public as a means of travel between two places, either or both of which are outside an area in which recreation fees are charged.
- Travel by private, noncommercial vehicle, boat, or aircraft over any road, highway, waterway, or airway to any land in which the person traveling has a property right, if the land is in an area in which recreation fees are charged.
- Any person who has a right of access for hunting or fishing privileges under a specific provision of law or treaty.
- Any person who is engaged in the conduct of official federal, state, tribal or local government business.
- Special attention or extra services necessary to meet the needs of the disabled.

N. Law Enforcement

Forest Service Manual (FSM) 2342.1, Exhibit 01, addresses the law enforcement authorities and responsibilities of concessionaires, state and local law enforcement agencies, and the Forest Service at concession campgrounds. Reference Appendix 8 of the prospectus.

The concessionaire will be responsible for reporting incidents of visitor injuries, acts of vandalism, theft, and destruction of Government or personal property. The report shall be made to the appropriate Ranger District representative within 24 hours of the time that such acts are discovered.

O. Other Pertinent Information

Site Protection, Erosion Control, Wind Damage

The permit holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Examples include, but are not limited to, fire suppression, erosion

and wind damage to the environment and to Government-owned improvements covered by this permit, damage or contamination of the environment, and/or damage of roads and trails (reference Appendix 10: Sample Special Use Permit, Form FS-2700-4h, Clauses II.G, III.E, III.F, III.G, and V.A-I).

Butane and Propane Installations

For safety and regulatory reasons, the holder is not allowed to install and/or store bulk butane or propane. The Annual Operating Plan and Permit will describe the specific terms of how these materials must be stored (including the volume, type of storage, and spill containment plan) (reference Appendix 10: Sample Special Use Permit, Form FS-2700-4h, Clauses V.A, G and H).

Protection of Historic Properties

The permit holder has responsibilities under the National Historic Preservation Act of 1966. Prior to any activity with the potential to affect National Register Properties designated or eligible National Register sites are found in the campgrounds, the permit holder must notify the FS of their intentions and obtain FS approval prior to any ground disturbance. Depending on the actions proposed and the sites involved, the review process can take up to several months. For such recurring activities as replacing barrier posts, agreements will be worked out with the permit holder and will be included in the Annual Operating Plan application.

Environmental Reviews

The facilities offered in this prospectus are located within the area managed according to the Stanislaus National Forest Land and Resource Management Plan. Special procedures are required to assess the effect of proposed recreation site management activities, including all types of vegetation management and surface disturbing activities, on a range of sensitive species and survey and manage species. The concessionaire must coordinate closely with the FS prior to beginning vegetation management activities and/or work requiring surface disturbance. The FS must approve activities before the work begins. The activity cannot proceed until the FS has completed the required environmental review. The FS will expedite the environmental review process to the best of its ability, but cannot be responsible for loss of revenue due to delays resulting from the environmental review processes required by law.

To expedite the environmental review process, the special use permit holder may enter into a voluntary collection agreement; or if over 50 hours worth of work is required by the Forest Service to complete the environmental review process, the holder may enter into Cost Recovery, category 6 agreement; or the holder may enter into a third party contract to complete the environmental review process work with the Forest Service overseeing the process.

Wildlife Protection

The concessionaire is responsible for assuring that employees of the concessionaire do not store food or dispose of food outside of trailers or other enclosed living spaces, and that food is removed seasonally to prevent unwanted wildlife encounters. Concessionaire's employees are not allowed to scatter birdseed or hang birdfeeders, including hummingbird feeders, as these may attract unwanted rodents, bees or ants. Salt licks are also not allowed.

Archaeological Resources

No archaeological sites have been identified for permit area 1 or 2.

Hazard Tree Removal

The permit holder will have to conduct pre-season inspection of the campgrounds to identify existing and potential hazards, including hazard trees. The permit holder also will be responsible for monitoring and identifying hazard trees during the operating season. After securing written approval from the authorized officer, the permit holder's financial responsibility for removing hazard trees and associated slash will not exceed one percent (1%) of the gross revenue generated by the concessionaire during the prior year.

The annual operating plan will address appropriate disposal of hazard trees and slash. Additional hazard tree removal may be considered for a Granger-Thye Fee Offset Agreement after the permit holder has met their financial responsibility of 1% of gross revenue and with prior approval from the authorized officer.

The permit holder will not be responsible for hazard tree removal necessitated by atypical situations, such as a major blow down or a large insect infestation or when the FS can sell merchantable material. Note: The permit holder will notify the FS when merchantable hazard trees (trees greater than 10" in diameter) are found within the permit area so that the FS may sell the trees.

If campers, within a reasonable length of time, do not use slash resulting from hazard tree removal, the permit holder must dispose of it by an approved method as outlined in the operating plan (reference appendix 9).

III. Special Use Permit

In exercising the rights and privileges granted by the special use permit, the permit holder must comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

A. Permit Term

The permit term will be for up to 5 years, with an option to extend the term for up to an additional 5 years at the sole discretion of the authorized officer. The decision to extend the term will depend, in part, on sustained satisfactory performance of the permit holder. Upon expiration of the permit, continuation of the permitted activity will be at the sole discretion of the authorized officer and will be subject to a competitive offering. A new prospectus will be issued during the final year of the permit term.

If the decision to select a permit holder is appealed, a permit will not be issued until the appeal has been resolved, unless operation is needed during the appeal, in which case a permit with a term of one year or less may be issued.

B. Permit Holder Responsibilities

This section highlights the requirements of the special use permit, which is contained in Appendix 10 of the prospectus. Applicants are responsible for familiarizing themselves with all permit requirements that govern the operation covered by this prospectus.

Responsibility for Day-to-Day Activities

As a general rule, the holder will be required to conduct the day-to-day activities authorized by the permit. Some, but not all, of these activities may be conducted by someone other than the permit holder, but only with the prior written approval of the authorized officer. The permit holder will continue to be responsible for compliance with all the terms of the permit.

Permit Holder-Furnished Supplies and Equipment

The permit holder will be responsible for providing vehicles, equipment and supplies necessary to maintain and operate the authorized developed recreation sites in accordance with the special use permit. These include, but are not limited to:

- The site manager's trailer or motor home must fit in the available space; and present a neat, clean, and professional image.
- Tools and supplies necessary to accomplish operation and maintenance of the recreation sites listed in the special use permit.
- Telephones, cellular phones or two-way radios, fax machines, reservation cards, and other office equipment necessary to maintain the reservations, fee collection duties, and record-keeping responsibilities as described in the operation plan. The holder will be responsible for all utility fees associated with such equipment.
- Vehicles necessary to perform the work described in this prospectus.

- Storage buildings or containers, employee housing, or other facilities proposed by the permit holder must have written approval of the FS prior to installation. All facilities used in permit operations must be neat, clean, and well maintained.
- The permit holder will furnish the FS with combinations or keys for all locks used in management of the recreation facility.

Holder-Furnished Vehicles

The permit holder may not use all-terrain vehicles, motorcycles, or motor bicycles in the campgrounds. The holder may propose use of golf carts or other similar vehicles to facilitate daily maintenance of the facilities. If authorized, carts must stay on designated roads or trails while driving between sites or loops.

Holder Maintenance, Reconditioning, or Renovation (MRR)

Maintenance, reconditioning, and renovation are defined in the permit (FS-2700-4h, clause IV.E.1 (a), (c)). Holder MRR is defined as maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. In fulfilling these responsibilities, the holder must obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation (FS-2700-4h, clause IV.E.1 (d)). The permit holder, at its expense, will be required to perform holder MRR under a holder MRR plan (FS-2700-4h, clause II.D). The holder MRR plan will describe required holder MRR and its frequency. The holder MRR plan will become part of the permit holder's annual operating plan.

C. Granger-Thye Fee Offset Agreement

The federal government owns all the improvements at the developed recreation sites covered by this prospectus. Under Section 7 of the Granger-Thye (GT) Act and the terms of the permit, the permit fee may be offset in whole or in part by the value of Government maintenance, reconditioning, renovation, and improvement (MRRI) performed at the permit holder's expense. Government MRRI is defined as maintenance, reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer. Reference Appendix 10 of the prospectus and FS-2700-4h, clause IV.E.

All Government MRRI shall be enumerated in an annual GT fee offset agreement signed by the holder and the Forest Service in advance of the operating season (Reference Appendix 11 of the prospectus and FS-2700-4h, Appendix B). Alternatively, a multi-year fee GT fee offset agreement can be prepared for consolidated fee payments. A list of sample Government MRRI projects is included in Appendix 12 of the prospectus.

Either the holder or the Forest Service may perform GT fee offset work. This determination will be made annually. When the holder performs GT fee offset work, if it includes construction that costs more than \$2,000, it is subject to the Davis-Bacon Act and the fee offset agreement must contain Davis-Bacon Act wage provisions. Additionally, indirect costs may be offset provided the holder submits either a currently approved indirect cost rate or accounting procedures and

supporting documentation to determine an indirect cost rate (Reference Appendix 13 of the prospectus).

The holder’s claims for GT fee offset must be documented using the FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification Form (Reference Appendix 11 of the prospectus). This form requires the holder to itemize allowable costs incurred for an approved GT fee offset project and to certify the accuracy and completeness of claims.

When the Forest Service performs GT fee offset work, the holder will deposit fee payments into a CWFS account. The Forest Service will perform GT fee offset work under a collection agreement and offset those costs against the permit holder’s annual permit fee (Reference FS-2700-4h, clause IV.E.3, and Appendix 15 of the prospectus). The Forest Service’s indirect costs may be offset at the agency’s approved rate. The Forest Service and the holder will agree on the work to be performed in advance of each operating season.

D. Liability Insurance

The successful applicant must have liability insurance covering losses associated with the use and occupancy authorized by the permit arising from personal injury or death and third-party property damage in the minimum amount of \$100,000 for injury or death to one person per occurrence; \$300,000 for injury or death to more than one person per occurrence; and \$25,000 for third-party property damage per occurrence, or in the minimum amount of \$300,000 as a combined single limit per occurrence. Insurance policies must name the United States as an additional insured (Reference Appendix 10 of the prospectus and FS-2400-4h, clause III.I).

E. Property Insurance

The permit holder will provide property insurance in the amounts required as listed below.

Permit Area	Ranger District	Campground/Complex	Property Insurance Required
1	Summit Ranger District	Brightman Complex	\$ 539,000
2	Groveland Ranger District	Highway 120 Complex	\$ 270,000

Property insurance will be required for **AREA 1—Summit Ranger District** for restroom facilities in the amount of **\$539,000** for replacement cost of the insured property

Property insurance will be required for **AREA 2—Groveland Ranger District** for restroom facilities in the amount of **\$270,000** for replacement cost of the insured property.

(Reference Appendix 3, Inventory of Government-Furnished Property).

F. Bonding

The permit holder will provide a performance bond in the amount of \$25,000. The bond may take the form of corporate surety, treasury bills, notes or other negotiable securities, cash deposit, irrevocable letters of credit, assignment of savings accounts, or assignment of certificates of deposit. The authorized officer may reevaluate the need for or the amount of the bond after the first operating season.

IV. Application

A. Instructions for Submitting Applications

Applicants may submit an application for one or both of the developed recreation sites offered in this prospectus.

- One application for all of the developed recreation sites offered in **Permit Area I** described in this prospectus which are located on the Summit and Mi Wok Ranger Districts, (as described in 1.A.) and/or
- One application for all of the developed recreation sites offered in **Permit Area II** described in this prospectus which are located on Groveland Ranger District.

Applicants are strongly encouraged to visit the sites at least once before submitting an application (Reference Appendices 1 and 2, vicinity and area maps and maps of developed recreation sites).

The information in this prospectus is from generally reliable sources, but no warranty is made as to its accuracy. Each applicant is expected to make an independent assessment of the business opportunity offered in this prospectus.

All applications must be submitted to Susan Skalski, Forest Supervisor, Attention: Emily Ellis, #1 Pinecrest Lake Road, Pinecrest CA, 95364. **Applications must be received by close of business (4:30 p.m.) on February 14, 2009.**

Applicants must submit six (6) complete copies of their application package and supporting documents. The business plan shall be a separate document.

Please ensure that all requested information is submitted. Missing or incomplete information will result in a lower rating for the corresponding evaluation criteria.

Applications must be signed. The person signing for an entity must have authority to sign for that entity. Applicants must include their address, telephone number, facsimile number, and email address.

Corporations also must include:

- Evidence of incorporation and good standing.
- If reasonably obtainable, the name and address of each shareholder owning 3 percent or more of the corporation's shares and the number and percentage of any class of voting shares that each shareholder is authorized to vote.
- The name and address of each affiliate of the corporation.
- If an affiliate is controlled by the corporation, the number of shares and the percentage of any class of voting stock of the affiliate owned, directly or indirectly, by the corporation.
- If an affiliate controls the corporation, the number of shares and the percentage of any class of voting stock of the corporation owned, directly or indirectly, by the affiliate.

Partnerships, limited liability companies (LLCs), associations, or other unincorporated entities must submit a certified copy of the partnership agreement or other documentation establishing the entity or a certificate of good standing under the laws of the state where the entity is located.

Applicants should contact Emily Ellis at (209) 965-3434 ext. 5125 regarding any questions related to this prospectus.

B. General Terms, Qualifications, and Reservations

All applicants have an equal opportunity to apply. Except for members of Congress, Resident Commissioners, and current Forest Service employees, any individual or entity may apply.

The Forest Service does not guarantee a profitable operation. Rather, applicants are responsible for reviewing the prospectus and making their own determination concerning business viability.

The Forest Service will select the application that offers the best value to the Government. The Forest Service reserves the right to select the successful applicant based on a trade-off between the fee to the Government and technical merit.

The Forest Service is not obligated to accept the application with the highest return to the Government.

The Forest Service reserves the right to select the successful applicant based solely on the initial application, without oral or written discussions.

The Forest Service reserves the right to reject any or all applications and to rescind the prospectus at any time before a special use permit is issued.

Any oral statement made by a representative of the Forest Service shall not modify the requirements of this prospectus. If it is determined that an error or omission has been made or additional information is required, a written amendment will be sent to each person or entity receiving a copy of this prospectus.

If there is a conflict between the terms of the prospectus and the special use permit, the terms of the permit will control.

The information contained in applications will be kept confidential to the extent permitted under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a).

C. Application Package Requirements

Applications must be in writing and must include or address the following:

- A proposed annual operating plan (including required and optional services).
- A business plan, business experience, references, and Small Business Development Center (SBDC) review fee, if applicable (Reference Chapter IV.C.2).
- Financial resources.
- Fees charged to the public.
- Fee to the government.
- Initial processing fee.

1. Proposed Annual Operating Plan (Including Required and Optional Services)

Applicants must submit a proposed annual operating plan that addresses all required and optional services. Applicants must utilize the sample annual operating plan (Reference Appendix 9 of the prospectus) to organize their response to this section. The successful applicant's proposed operating plan will be attached to and become a part of the special use permit.

Applicants must specify whether another party will assist with any of the operational aspects of the concession, and if so, must include the other party's name, address, telephone number, email address, and relevant experience.

Below are highlights of what needs to be addressed in the proposed annual operating plan. For more details reference the sample annual operating plan in appendix 9 of the prospectus.

Operating Season

The permit holder will be responsible for facilities on a year-round basis, including during periods of non-operation. The dates specified in Chapter I, Table 1, are the minimum required operating seasons. Subject to snow depths and accessibility, all sites must be open and operational seven days per week, including holidays, between these dates. Applicants need to propose the period in which they will operate the sites listed in the prospectus. All sites must be open and operational seven days per week during the minimum operating season, unless a Forest Service closure order is in effect.

Staffing

Applicants must address appropriate staffing to meet customer service and cleanliness standards. The holder will be responsible for furnishing all personnel for the developed recreation sites and for adequately training and supervising their activities under the terms of the permit. The holder must meet requirements of federal and state laws governing employment, wages, and worker safety. Based on past experience, recommended staffing is outlined in Appendix 9 of the prospectus. Applicants should address worker hours and schedules. Applicants also should address staff training for effective customer service, conflict resolution, area-specific emergency procedures, and dissemination of recreation and tourism information.

Supervision and Management

Applicants must designate an individual to serve as the agent of the holder for purposes of administration of the permit by the Forest Service. The designated agent must periodically review attendant performance on site and must be available to resolve repair needs within 24 hours of discovery or notification. The holder will be responsible for the conduct of its employees, including preventing conduct prohibited by 36 CFR part 261, Subpart A, and ensuring that employees are not under the influence of intoxicating beverages or narcotic drugs while on duty or representing the holder. Applicants also must include a policy for removing employees who engage in inappropriate conduct.

Uniforms and Vehicle Identification

Applicants should describe employee uniforms, insignia, name tags, and the applicants' policy for ensuring a clean, professional appearance by staff while on duty. The holder's employees may not wear any component of the Forest Service uniform. Additionally, applicants should address their policy for vehicle maintenance and appearance; types of vehicles to be used for operations (vehicles may not be driven off designated roads or trails); and signage to identify the concessionaire to the public.

2. Business Plan, Business Experience, and References

Applicants must submit a business plan utilizing the format in Appendix 16 of the prospectus. This part of the application package must be a separate document. The business plan provides a thorough analysis of an applicant's vision of the proposed business. A good business plan is

essential for running a successful business, maintaining and improving the business, and raising needed capital.

Applicants must furnish a detailed description of their experience relating to operating and maintaining developed recreation sites (e.g., campgrounds, beaches, and marinas). The description must include experience in private business, public service, or any nonprofit or other related enterprises. Applicants are encouraged to contact their local SBDC if they need assistance in completing their business plans. Alternatively, applicants who have already received a review of their business plan from an SBDC or the Forest Service for the current fiscal year may submit a copy of the review report.

SBDC Review

All business plans will be independently reviewed by a Small Business Development Center (SBDC). Applicants are required to submit two (2) copies of their business plan to Susan Skalski, Forest Supervisor, Attention: Emily Ellis, #1 Pinecrest Lake Road, Pinecrest CA, 95364. This is in addition to the 6 copies of the total application to be submitted to the Forest Service.

Along with a business plan, applicants also must submit a bank draft, money order, or cashiers check in the amount of \$100.00, made payable to the **3 Forests Interpretive Association**, which will pay SBDC to review the business plans since the Forest Service cannot pay them directly. Applicants submitting a current fiscal year review report by the Forest Service or an SBDC need not enclose payment.

Performance Evaluations

Applicants who have experience in managing Forest Service or other Government concessions must provide copies of the most recent annual written performance evaluations for each Forest Service or other concession the applicants have operated or are operating.

References

Applicants also must furnish three business references with names, addresses, telephone numbers, and email addresses in support of relevant business experience. These references will be contacted for information regarding applicants' past performance. In addition, the Forest Service may consider past performance information from other sources.

3. Financial Resources

Applicants must submit a complete set of all financial statements for the last three fiscal years that have been audited, reviewed, or compiled by a certified public accountant (CPA). For any financial statements that were only compiled by a CPA, applicants must complete FS-6500-24, Financial Statement (Reference Appendix 17 of the prospectus) for certification of the accuracy of the financial statements.

Applicants must complete FS-6500-24 for any of the last three fiscal years they were in business for which a financial statement was not audited, reviewed, or compiled by a CPA. An applicant who has had a financial ability determination (FAD) conducted within the past year should include a statement to that effect along with the forest name, contact name and telephone number. Additionally, applicants must identify any pending applications or new permits obtained from the Forest Service since the FAD was completed.

In completing FS-6500-24, LLCs must list the name of the company in block 1, the names and interests of the principals in block 5, and their members should be listed in block 6. In addition,

LLCs must complete the certification in Part (D)(1) of FS-6500-24.

An applicant who has not been in business for the last three fiscal years, and therefore cannot submit audited, reviewed, or compiled financial statements or an FS-6500-24, must submit three fiscal years of projected financial statements compiled by a CPA using the forecast method.

Any financial information submitted by applicants must conform to generally accepted accounting principles (GAAP) or other comprehensive bases of accounting. Any previously prepared financial documents that are submitted must be unredacted and in their original form, including footnotes.

Applicants must show at least 25 percent of the first year's operating costs in liquid assets. Liquid assets are assets that are readily converted into cash.

Applicants also must complete blocks 1 through 5 of form FS-6500-25, Request for Verification (Reference Appendix 18 of the prospectus) and submit the signed and dated form with the application. The Forest Service will forward the FS-6500-25 for the most qualified applicant to the Albuquerque Service Center for processing. The auditor assigned to conduct the FAD will send a copy to each financial institution with which the applicant does business. The financial institutions must complete blocks 6 through 15 of the form and mail the completed form to

USDA Forest Service
Albuquerque Service Center
Resource Audit Branch
101 B Sun Ave NE
Albuquerque, NM 87109
Attention: Branch Chief

4. Fees Charged to the Public

Applicants must provide a list of all fees they propose to charge to the public for the first three years of operation; including fees for required and optional services (Reference Appendix 9, Sample Annual Operating Plan, for a list of required and optional services). Discuss any variable pricing, discounts, and passes. All proposed fees to be charged to the public also must be included in the business plan as an income item.

The Forest Service reserves the right to regulate the rates charged to the public.

5. Fee to the Government

The Government is obligated to obtain fair market value for the use of its land and improvements. The minimum fee is listed below in Table 2 for each permit area. The minimum fee is the concession's average gross revenue for the past three years multiplied by the current 30-year Treasury bond rate. The minimum fee will be adjusted at the end of the first five years of the permit term if the permit is extended for five years.

Table 2: Minimum Fee Calculation

Permit Area	Gross Receipts			Three Year Average	Minimum Permit Fee
	2005	2006	2007		
1	\$117,619	\$97,465	\$118,409	\$111,164	\$5,180
2	\$88,614	\$83,256	\$80,039	\$83,969	\$3,913

Permit Area 1

Year.....Gross Revenue

2005.....\$ 117,619

2006.....\$ 97,465

2007.....\$ 118,409

Total.....\$ 111,164

Total gross revenue/ 3 = average gross revenue

$\$333,493/3 = \$111,164$

Average gross revenue multiplied by the current 30 year Treasury bond rate = the minimum annual fee. In the following example, the 30 year Treasury bond rate is 4.66%

$\$111,164 \times 4.66\% = \$5,180$ minimum annual fee

Permit Area 2

Year.....Gross Revenue

2005.....\$ 88,614

2006.....\$ 83,256

2007.....\$ 80,039

Total.....\$ 251,909

Total gross revenue/ 3 = average gross revenue

$\$251,909/3 = 83,969$

Average gross revenue multiplied by the current 30 year Treasury bond rate = the minimum annual fee. In the following example, the 30 year Treasury bond rate is 4.66%

$\$83,969 \times 4.66\% = \$3,913$ minimum annual fee

Applicants may propose a fee below the minimum, provided they can document why this amount represents fair market value. However, the Forest Service may reject the proposed fee if the agency determines that it does not reflect fair market value.

Applicants must propose the fee to the Government as a percentage of the concession's adjusted gross revenue. One percentage may be proposed for the entire permit term, or the percentage may vary each year. However, if a consolidated fee payment will be proposed, one percentage rate must be proposed for the entire period of consolidated payments.

Optional Consolidated Land Use Fee Payment. Applicants may propose a consolidated fee payment for up to 5 years during the initial permit term or extension of the term to finance a GT fee offset project. The consolidated land use fee payment will be determined by multiplying the average annual gross revenue of the offering for the past 3 years (adjusted, if applicable, based on expansion or contraction of the concession) by the number of years the land use fee payments will be consolidated and multiplying the product by the percentage of gross revenue proposed by the applicant. If the Forest Service will perform the GT fee offset work using a collection agreement, the entire consolidated land use fee payment must be made when the first land use fee payment otherwise would have been due. If the holder will perform the GT fee offset work, the holder must commence that work within the first 6 months of the consolidated fee period and must complete the work within 18 months of the beginning of the consolidated fee period. The consolidated land use fee payment will not be reconciled based on actual gross revenues.

The proposed fee to the Government also must be included in the business plan as an expense item in the cash flow projections.

The fee to the Government may be offset in whole or in part by the value of Government MRRI performed at the permit holder's expense in accordance with a GT fee offset agreement (Reference Chapter III of the prospectus).

6. Application Fee

Cost Recovery

Applications submitted in response to this prospectus are subject to cost recovery pursuant to 36 CFR 251.58 (c)(1)(iii). Applicants must submit a processing fee of \$100 for each permit application to cover the cost of the prospectus and the review of the application. Payments due to the United States for this application must be paid in the form of a bank draft, money order, or cashier's check payable to the USDA-Forest Service. Payments will be credited on the date received by the designated Forest Service collection officer or deposit location. Additionally, the selected applicant will be responsible for the costs of preparing and issuing the permit and conducting a FAD, unless the Forest Service has conducted a FAD for the applicant within the past year. If a FAD has been completed for the applicant within the last 12 months, the applicant will be responsible for the cost of adjusting it to reflect any change this selection will have on the applicant's financial ability.

D. Evaluation of Applications

A Forest Service evaluation panel will evaluate each application utilizing the fixed weight method. The following evaluation criteria are listed in descending order of importance:

Proposed Annual Operating Plan (including required and optional services)

- Emphasis will be placed on the kinds and quality of proposed services and how these services are accomplished. Key factors are staffing, holder maintenance of facilities, and

ability to perform government MRRI projects and operating season. Optional services provided will be considered. Applicants must ensure that their proposed services conform to existing laws, regulations and plans, and are accurately described in their operating plan proposal.

Business plan, Business Experience, and References

- Number of years of previous experience, qualifications in operating campgrounds and associated forest related facilities, and ratings of past performance will be considered. SBDC will perform an initial analysis which will be reviewed by the panel.

Financial Resources

- Financial ability and/or backing to perform required services. Initial analysis will be completed by the SBDC and reviewed by the panel.

Fees charged to the public

- The Forest Service desires that the public receives the best possible service at a reasonable price. Applicant should provide a list of all proposed fees to be charged to the public throughout the life of the permit. Discuss the basis of your fees and five year fee strategy.

Fee to the Government

- A higher evaluation score will be given for fees resulting in a higher return to the government than the established minimum; however, the Forest Service is not obligated to accept the proposal that offers the highest return to the government.

The Forest Service will consider only the applicant's written application package and any past performance information obtained by the Forest Service. During the evaluation process, the evaluation panel may contact any references, including all Federal, state, and local entities that have had a business relationship with the applicant. The evaluation panel also may consider past performance information from other sources.

The evaluation panel will make a recommendation to the authorized officer as to which applicant offers the best value to the Government. The authorized officer will make the selection decision. All applicants will be notified of the successful applicant via certified mail.

The Forest Service will conduct a FAD on the selected applicant as a prerequisite to issuing a special use permit, unless the agency has a current fiscal year FAD conducted by the Albuquerque Service Center or SBDC for another Forest Service unit.

The Forest Service reserves the right to reject any and all applications.

The Forest Service reserves the right to rescind the prospectus at any time before a special use permit is issued.

If the Forest Service rescinds the prospectus, application fees will be returned.

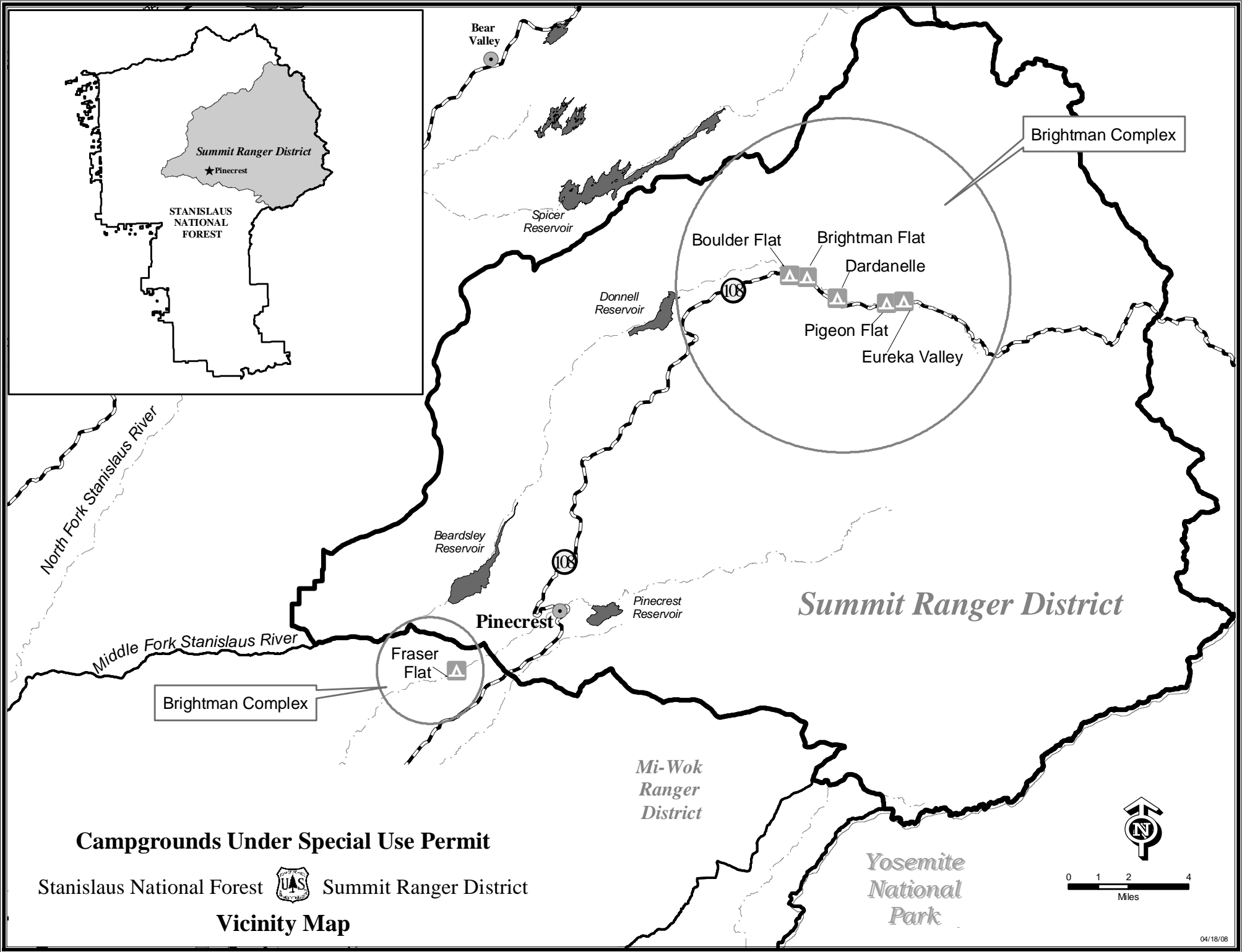
V. Post-Selection Requirements

Once an applicant has been selected, the following information must be submitted and approved by the Forest Service prior to issuance of a special use permit:

- A final annual operating plan containing all the items included in the annual operating plan submitted in response to the prospectus.
- An annual GT fee offset agreement.
- Documentation of required liability insurance and, if applicable, property insurance.
- Documentation of bonding, if applicable.
- Required deposits and advance payments (Reference Appendix 10 of the prospectus and FS-2700-4h, clause IV.C.1).
- Documentation that utility services have been obtained in the name of the selected applicant.
- A state business license and any other required federal, state, or local certifications or licenses.

The successful applicant will be required to submit all these items within 30 days of the date of the selection letter. If these requirements are not met within the 30-day period, a special use permit will not be issued. The applicant who receives the next-highest rating may then be selected for the special use permit, subject to the same requirements.

Appendix 1—Vicinity and Area Maps



Brightman Complex

Boulder Flat

Brightman Flat

Dardanelle

Pigeon Flat

Eureka Valley

Pinecrest

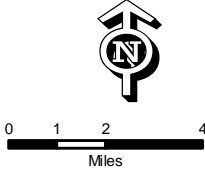
Fraser Flat

Brightman Complex

Summit Ranger District

Mi-Wok Ranger District

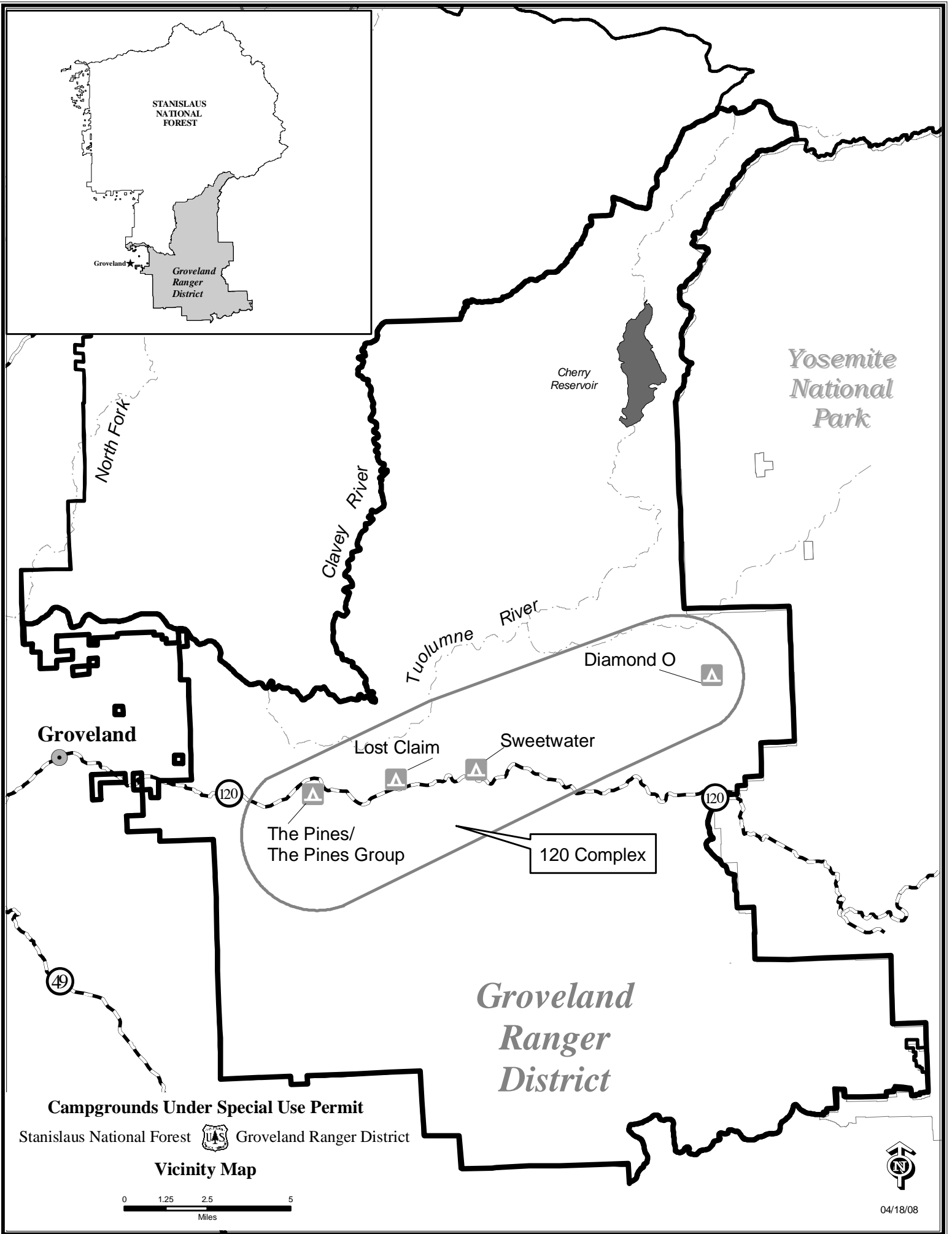
Yosemite National Park



Campgrounds Under Special Use Permit

Stanislaus National Forest  Summit Ranger District

Vicinity Map



Appendix 2—Maps of Developed Recreation Sites

This appendix provides site maps for campgrounds included in this offering. Maps are found in a separate folder on this CD.

This appendix does not include schematic maps of improvements, such as water pipes and sewer systems. Detailed maps of these systems are available for study at the Stanislaus National Forest Supervisor’s Office. Contact Emily Ellis at (209) 965-3434 x2512 to make arrangements to view these maps.

Recreation site maps are provided in the following order:

Permit Area 1:	Summit Ranger District	Brightman Complex	Boulder Flat Campground
			Brightman Campground
			Dardanelle Campground
			Pigeon Flat Campground
			Eureka Valley Campground
			Fraser Flat Campground
Permit Area 2:	Groveland Ranger District	Highway 120 Complex	Dimond O Campground
			Lost Claim Campground
			Sweetwater Campground
			The Pines Campground
			The Pines Group Campground

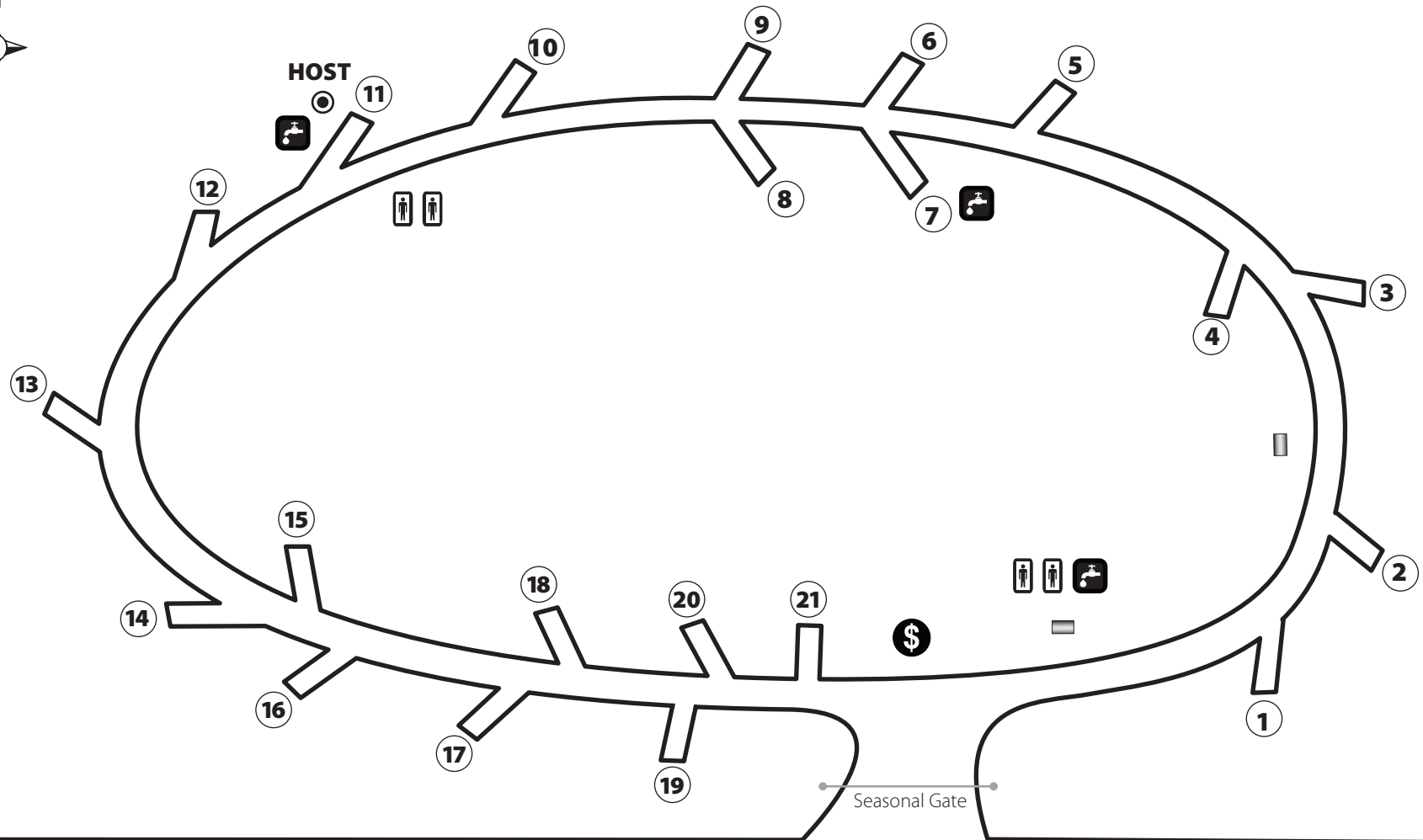
BOULDER FLAT CAMPGROUND

Summit Ranger District
Stanislaus National Forest



Legend

- | | |
|-----------|----------------|
| CAMP UNIT | SEWAGE HOOK-UP |
| RESTROOMS | DUMPSTER |
| WATER | FEE STATION |



HIGHWAY 108

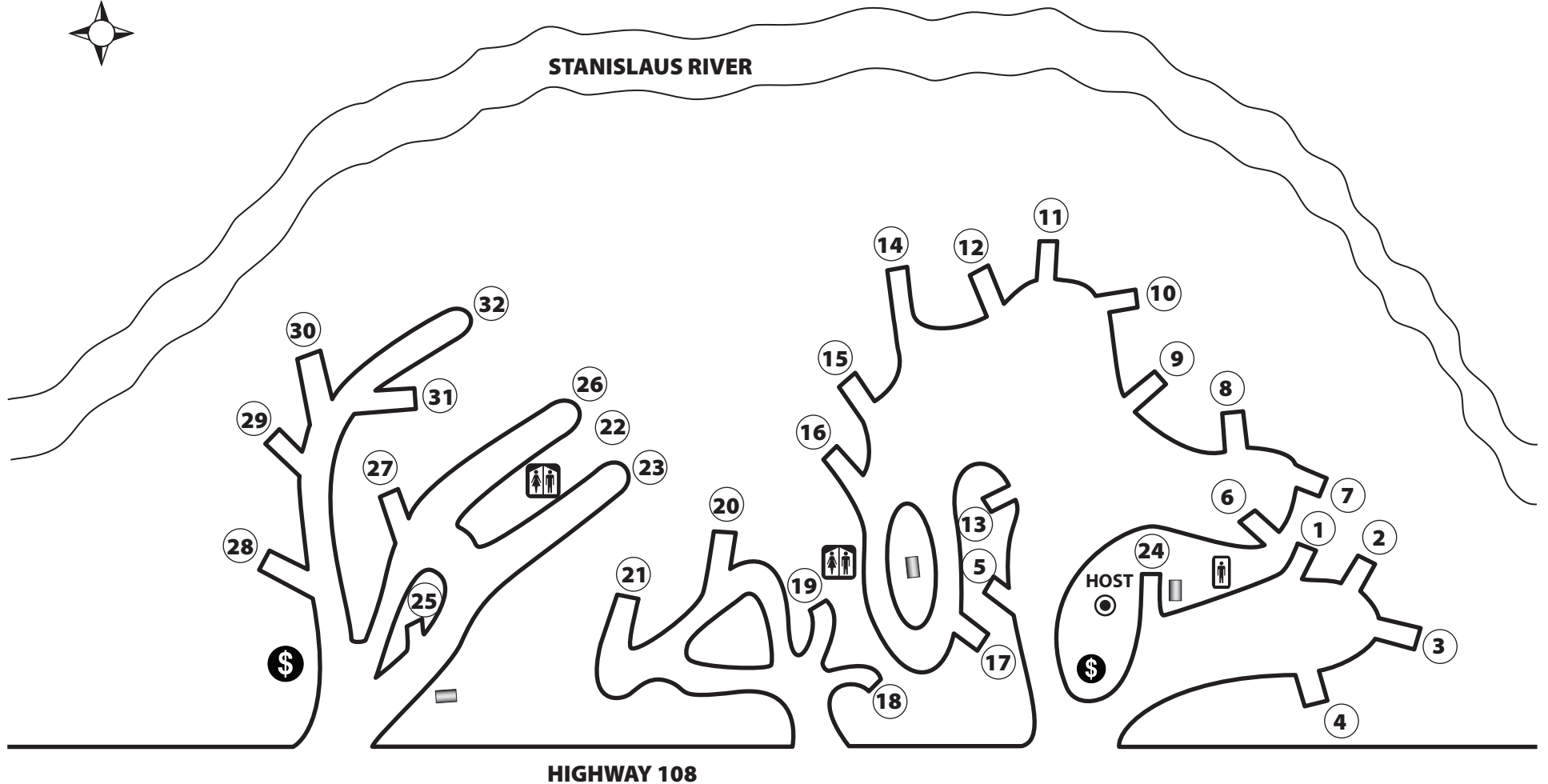
BRIGHTMAN CAMPGROUND

Summit Ranger District
Stanislaus National Forest



Legend

- | | | | |
|--|-------------|--|----------------|
| | CAMP UNIT | | SEWAGE HOOK-UP |
| | RESTROOMS | | DUMPSTER |
| | FEE STATION | | |

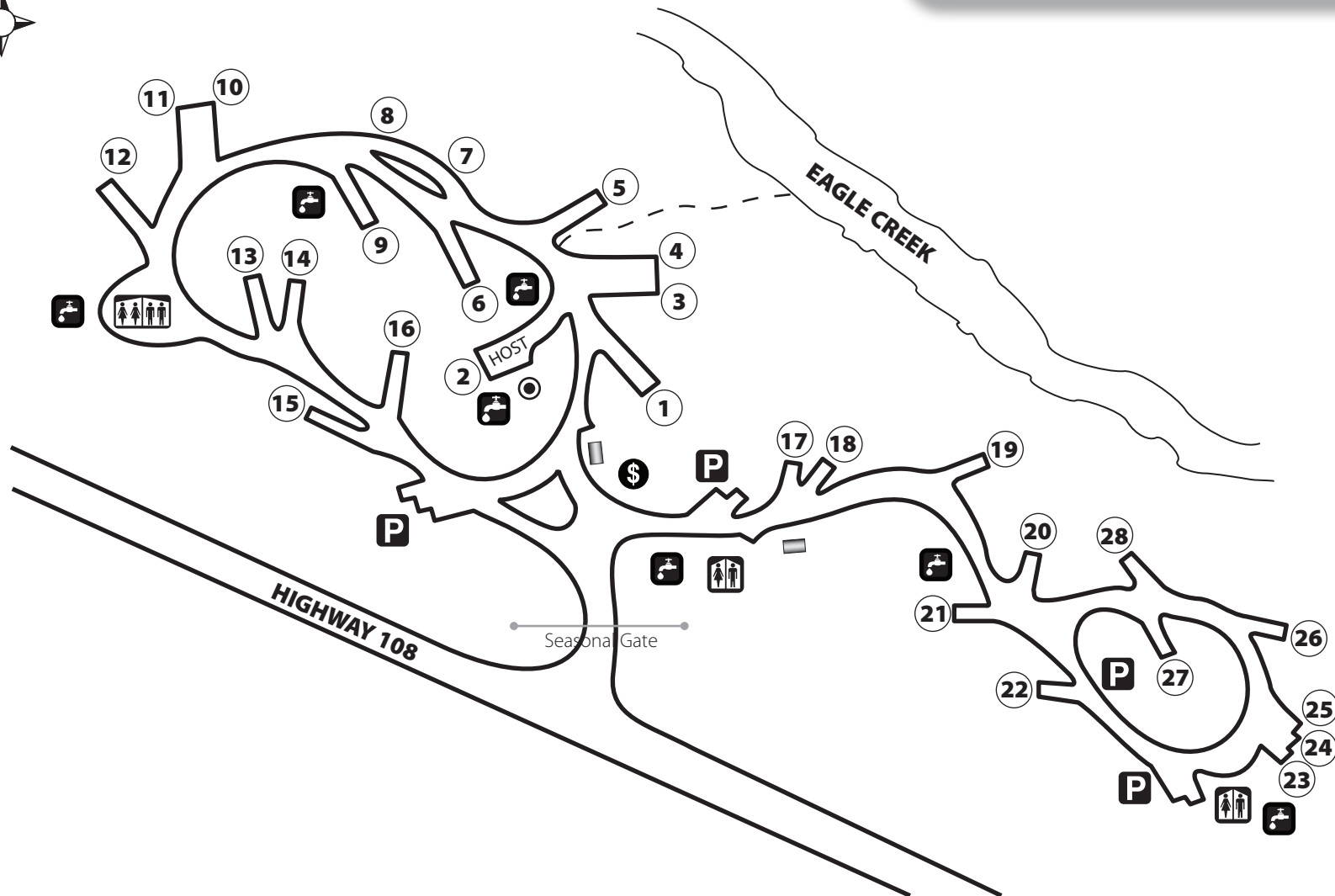


DARDANELLE CAMPGROUND

Summit Ranger District
Stanislaus National Forest

Legend

- | | | | |
|---|-----------|-----|----------------|
| ○ | CAMP UNIT | ⊙ | SEWAGE HOOK-UP |
| ♿ | RESTROOMS | ▭ | DUMPSTER |
| 🚰 | WATER | 💰 | FEE STATION |
| P | PARKING | --- | TRAILS |



PIGEON FLAT CAMPGROUND

Summit Ranger District
Stanislaus National Forest



Legend

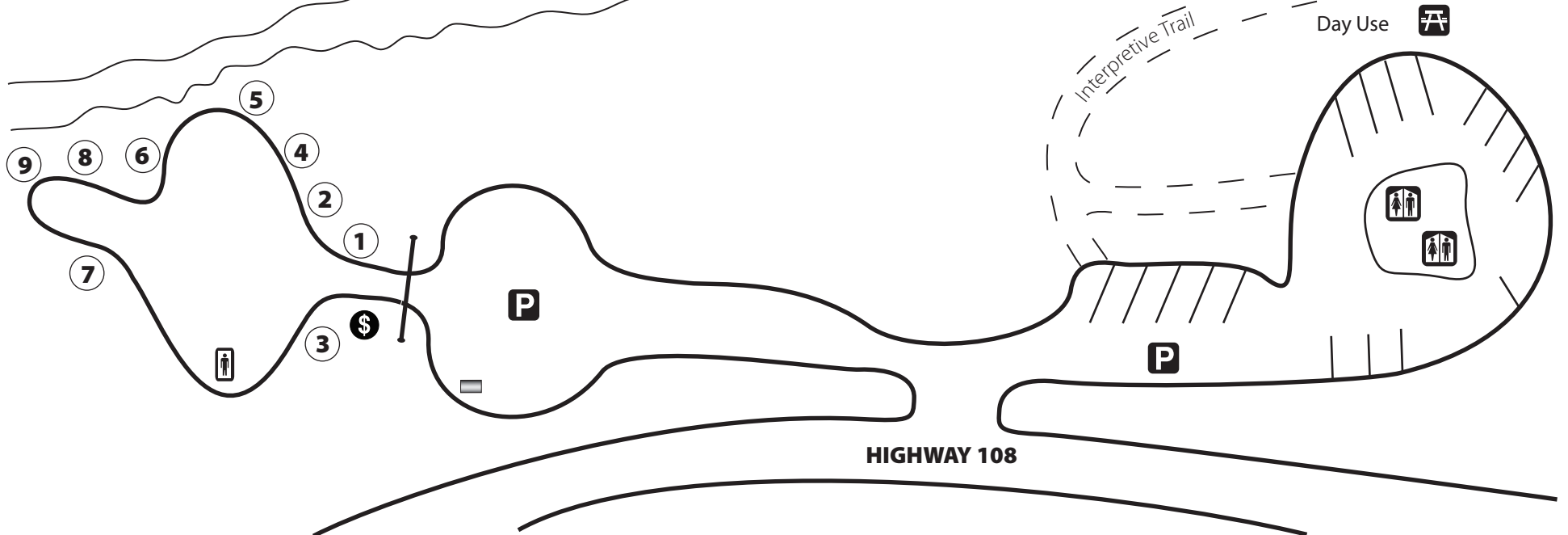
- | | |
|-------------|-----------|
| CAMP UNIT | RESTROOMS |
| FEE STATION | DUMPSTER |
| PARKING | GATE |



COLUMNS OF THE GIANTS



STANISLAUS RIVER



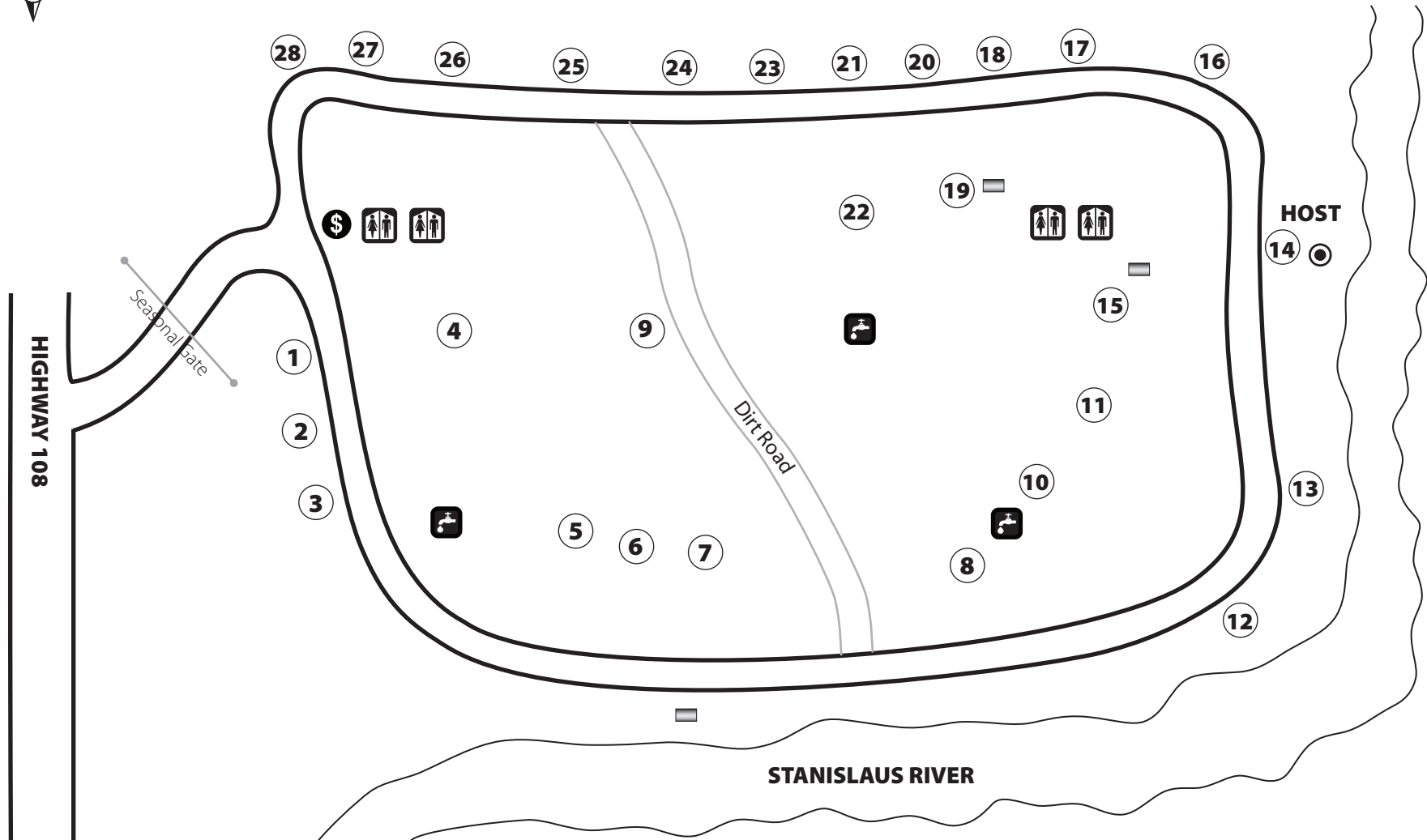
EUREKA VALLEY CAMPGROUND

Summit Ranger District
Stanislaus National Forest



Legend

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|----------------|-----------|
| CAMP UNIT | RESTROOMS |
| FEE STATION | DUMPSTER |
| SEWAGE HOOK-UP | WATER |



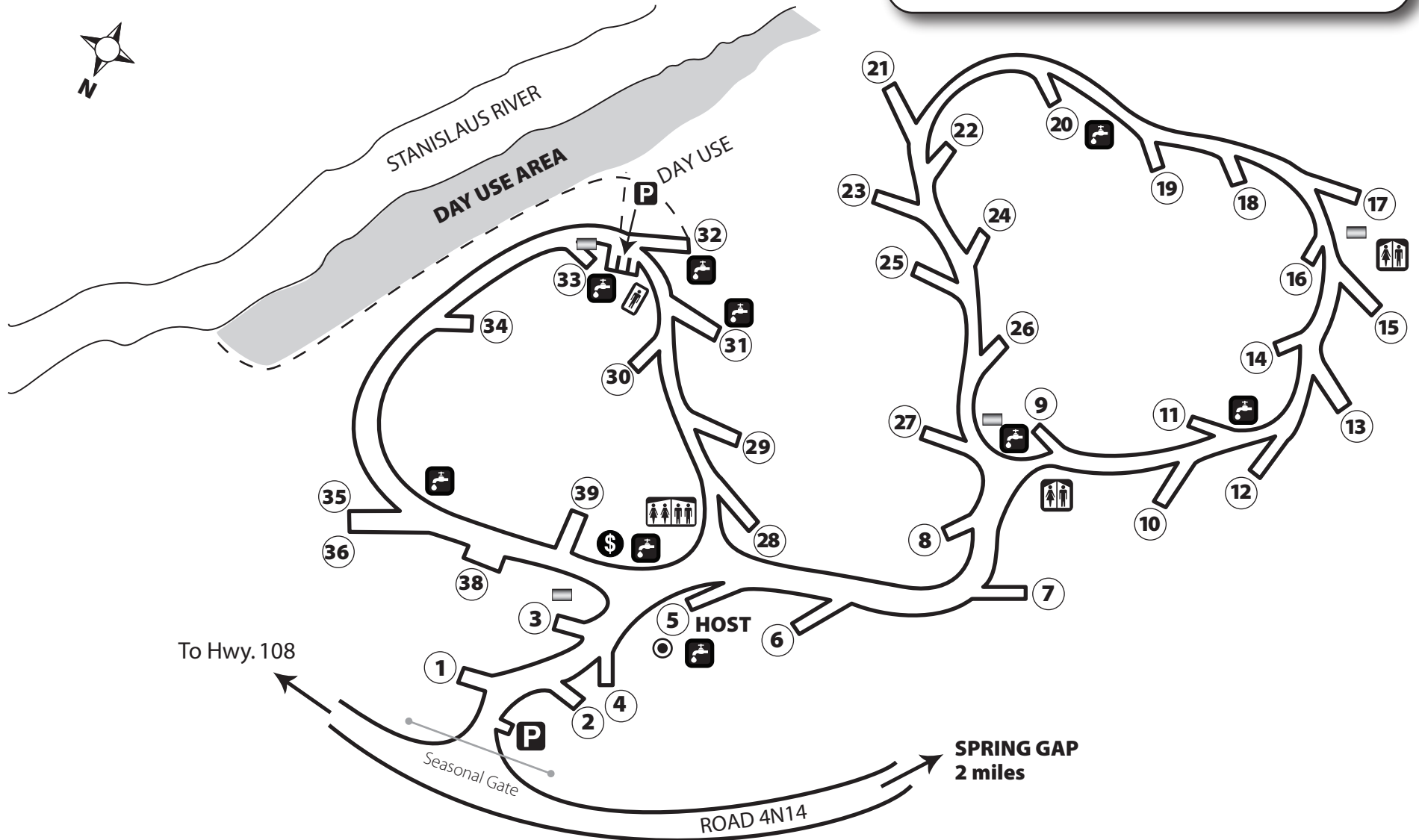
FRASER FLAT CAMPGROUND

Summit Ranger District
Stanislaus National Forest



Legend

- | | |
|-------------|----------------|
| CAMP UNIT | SEWAGE HOOK-UP |
| RESTROOMS | WATER |
| FEE STATION | PARKING |
| DUMPSTER | TRAIL |



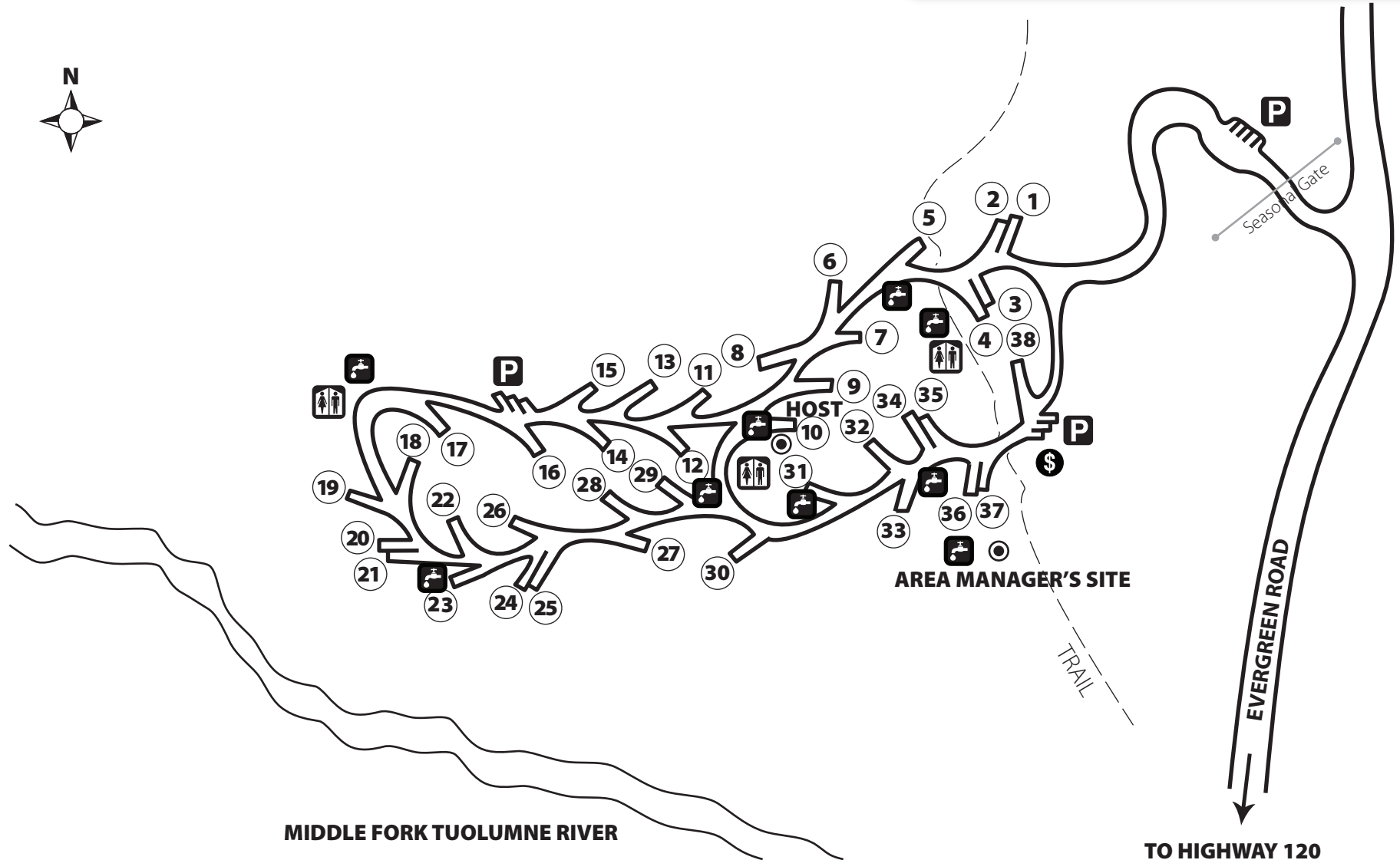
DIAMOND O CAMPGROUND

Summit Ranger District
Stanislaus National Forest



Legend

- | | | | |
|--|-------------|--|----------------|
| | CAMP UNIT | | SEWAGE HOOK-UP |
| | RESTROOMS | | WATER |
| | FEE STATION | | PARKING |



MIDDLE FORK TUOLUMNE RIVER

TO HIGHWAY 120

LOST CLAIM CAMPGROUND

Summit Ranger District
Stanislaus National Forest



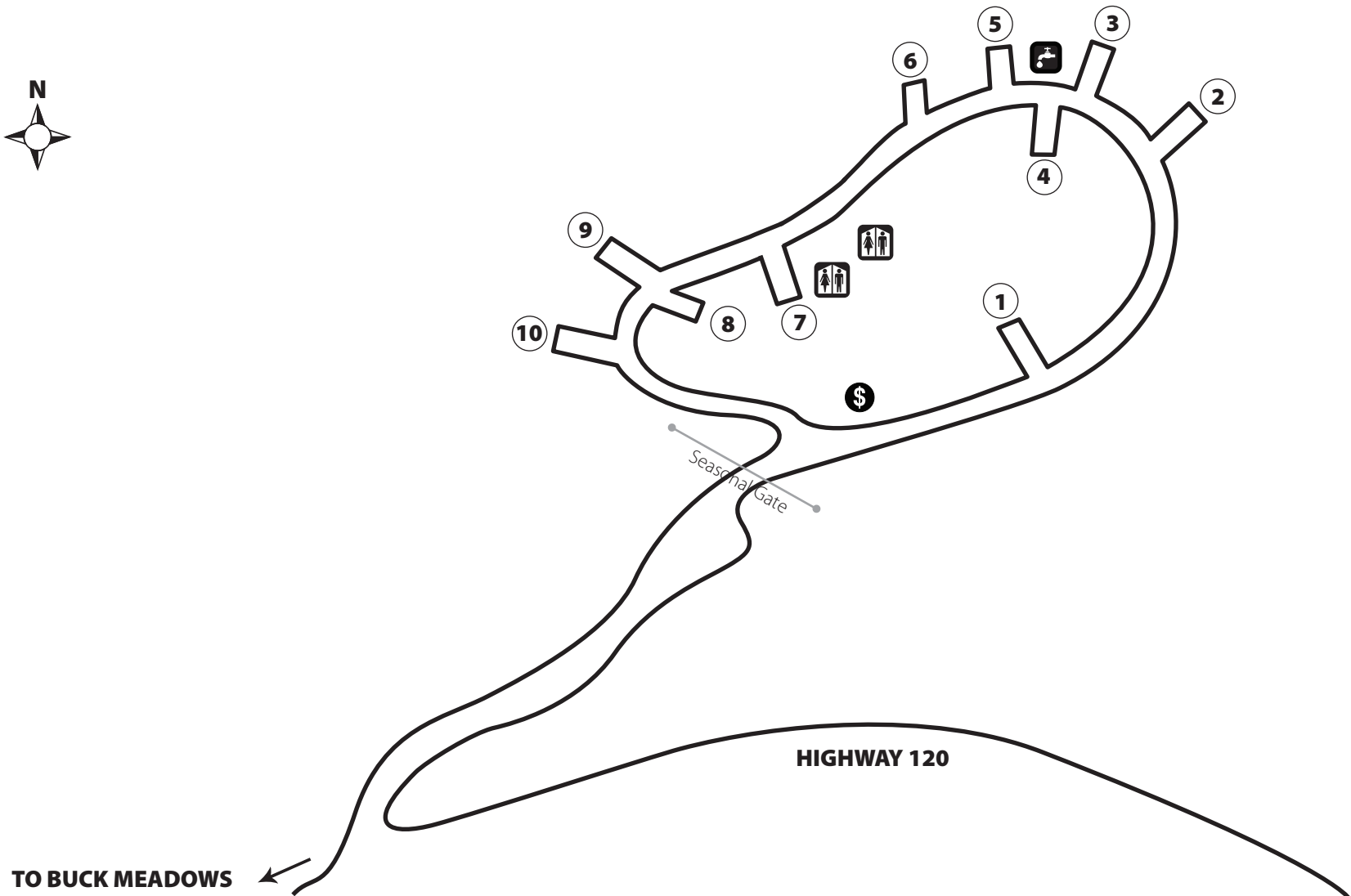
Legend

 CAMP UNIT

 WATER

 RESTROOMS

 FEE STATION



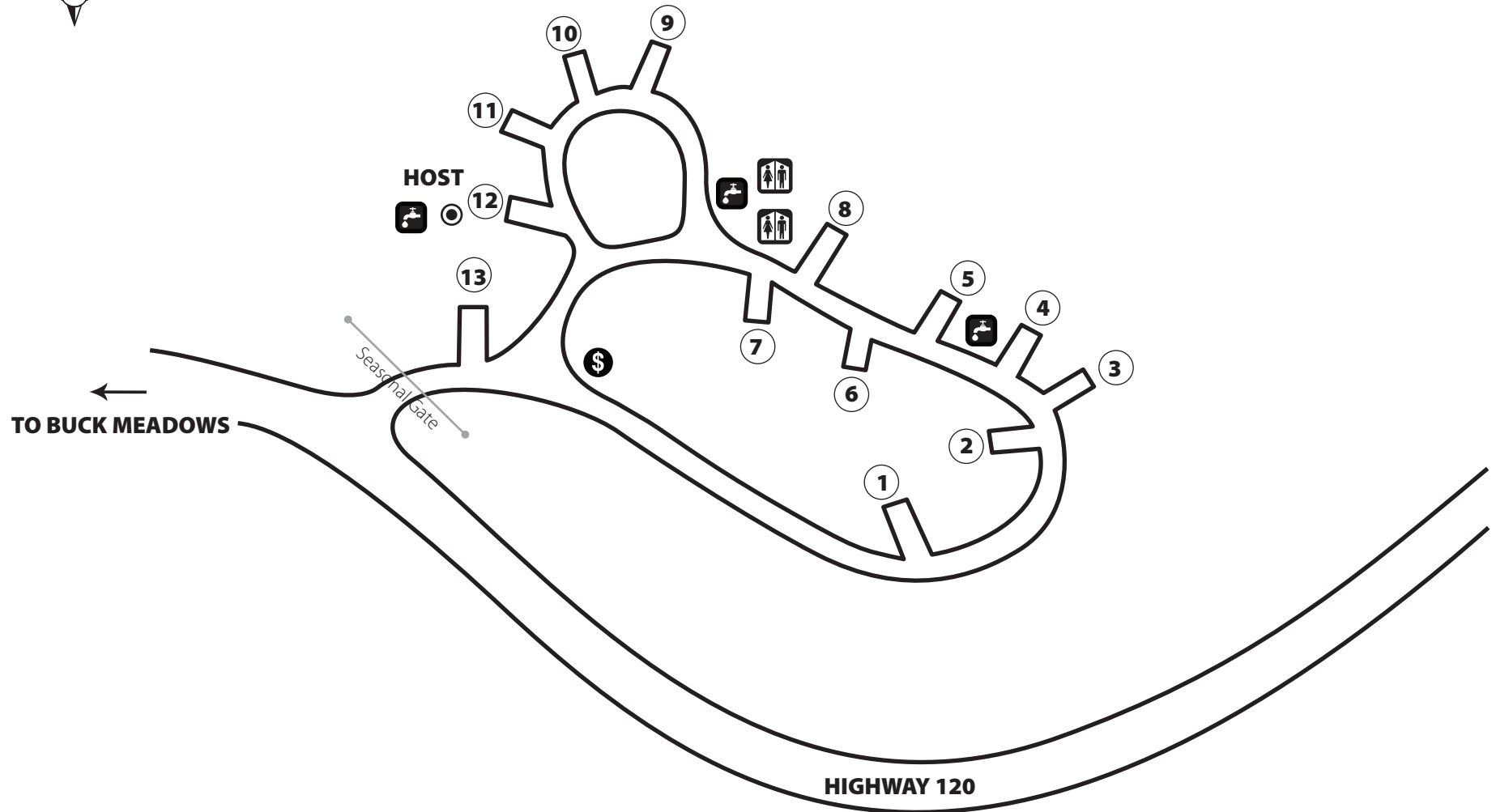
SWEETWATER CAMPGROUND

Summit Ranger District
Stanislaus National Forest



Legend

- | | | | |
|--|-----------|--|----------------|
| | CAMP UNIT | | SEWAGE HOOK-UP |
| | RESTROOMS | | FEE STATION |
| | WATER | | |



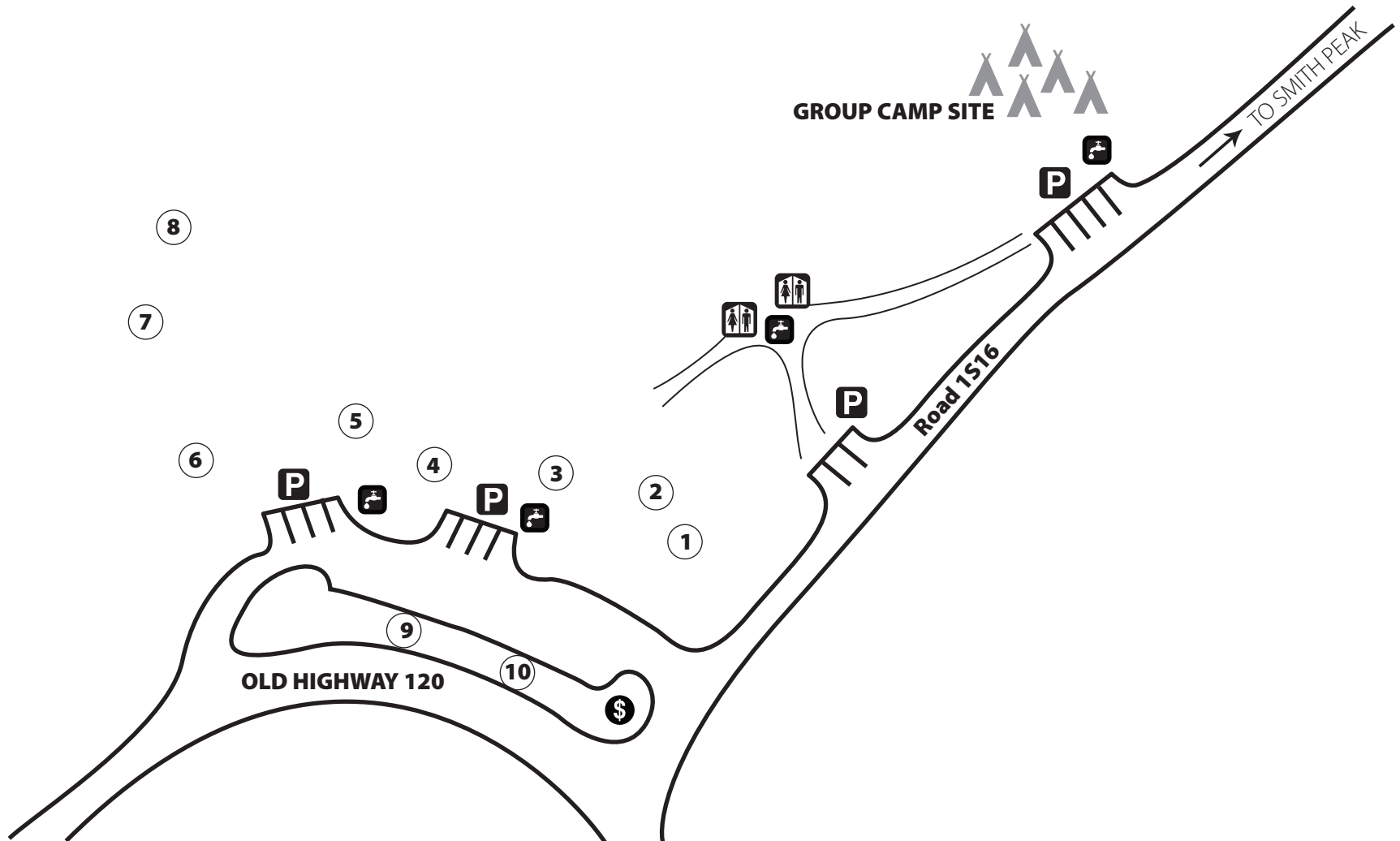
THE PINES CAMPGROUND THE PINES GROUP CAMPGROUND

Summit Ranger District
Stanislaus National Forest



Legend

- | | | | |
|--|-----------|--|-------------|
| | CAMP UNIT | | FEE STATION |
| | RESTROOMS | | PARKING |
| | WATER | | |



Appendix 3—Inventory of Government-Furnished Property

Government Facility and Improvement Inventories

The Federal Government owns the improvements within all the developed recreation sites. Included in the following inventory are the description, quantity, and the estimated replacement cost of the applicable property.

Please note that it is the policy of the Forest Service (FSM 2330.5) to provide universally designed recreation sites, facilities and constructed features through the use of designs that accommodate most people, including people with disabilities, while maintaining the setting. For example all picnic tables, fire rings, toilets structures, etc, that are purchased or constructed, are now to be accessible, so that any person can use those facilities, wherever they are located. Replacement costs use the cost of accessible items where applicable.

Permit Area 1: Brightman Complex

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
Boulder Flat Campground	Rock Barrier	1100	Ln.ft.	\$23	\$25,300
	Wood Barrier	96	Ln.ft.	\$20	\$1,920
	Host Storage Shed	1	Each	\$500	\$500
	Toilet, Vault (single)	4	Each	\$17,000	\$68,000
	Fire Ring	21	Each	\$129	\$11,298
	Fee Station	1	Each	\$844	\$844
	Host Site (Hose Bib & Holding Tank)	1	Each	\$3,500	\$3,500
	Garbage Bin	2	Each	\$615	\$1,230
	Garbage Pad	2	Each	\$1,613	\$3,226
	Entrance Signs, Double Sided	2	Each	\$672	\$1,344
	Information Board	1	Each	\$336	\$336
	Site Markers (Carsonite)	21	Each	\$30	\$630
	Picnic Table	21	Each	\$345	\$7,245
	Well	1	Each	\$15,000	\$15,000
Site Total					\$140,373

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
Brightman Campground	Rock Barrier	220	Ln.ft.	\$23	\$5,060
	Wood Barrier	64	Ln.ft.	\$20	\$1,380
	Toilet, Vault (double)	2	Each	\$30,000	\$60,000
	Toilet, Vault (single)	1	Each	\$17,000	\$17,000
	Fire Ring	31	Each	\$129	\$16,678
	Fee Station	2	Each	\$844	\$1,688
	Host Site (Hose Bib & Holding Tank)	1	Each	\$3,500	\$3,500
	Garbage Bin	4	Each	\$615	\$2,460
	Garbage Pad	4	Each	\$1,613	\$6,452
	Entrance Signs, Double Sided	2	Each	\$672	\$1,344
	Information Board	2	Each	\$336	\$672
	Site Markers (Carsonite)	32	Each	\$30	\$960
	Picnic Table	32	Each	\$345	\$11,040
	Culvert	30	Ln.Ft.	1,000	\$30,000
Site Total					\$158,234

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
Dardanelle Campground	Wood Barrier	56	Ln.Ft.	\$20	\$1,220
	Storage Shed	1	Each	\$500	\$500
	Toilet, Vault (Quad) (replace with double)	2	Each	\$30,000	\$60,000
	Toilet, Vault (double)	2	Each	\$30,000	\$60,000
	Stairway, Wood	352	Sq.Ft.	\$44	\$15,488
	Fire Ring	28	Each	\$129	\$3,612
	Road Gate, Pipe	1	Each	\$4,166	\$4,166
	Fee Station	1	Each	\$844	\$844
	Host Site (Hose Bib & Holding Tank)	1	Each	\$3,500	\$3,500
	Garbage Bin	4	Each	\$615	\$2,460
	Garbage Pad	4	Each	\$1,613	\$6,452
	Entrance Signs, Double Sided	1	Each	\$672	\$672
	Information Board	3	Each	\$336	\$1,008
	Site Markers (Carsonite)	28	Each	\$30	\$840
Picnic Table	29	Each	\$345	\$10,005	
Site Total					\$170,767

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
Eureka Valley Campground	Rock Barrier	200	Ln.Ft.	\$23	\$4,600
	Concrete Barrier	20	Ln.Ft.	\$70	\$1,400
	Storage Shed	1	Each	\$500	\$500
	Toilet, Vault (double)	4	Each	\$30,000	\$120,000
	Fire Ring	28	Each	\$129	\$3,612
	Pathway, Unpaved	100	Ln.Ft.	\$0.10	\$10
	Garbage Bin	4	Each	\$615	\$2,460
	Garbage Pad	4	Each	\$1,613	\$6,452
	Entrance Signs, Double Sided	1	Each	\$672	\$672
	Information Board	2	Each	\$336	\$672
	Site Markers (Carsonite)	28	Each	\$30	\$840
	Picnic Table	29	Each	\$345	\$10,005
	Well Pumps	3	Each	\$15,000	\$15,000
	Site Total				

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
Pigeon Flat	Wood Barrier	44	Ln.Ft.	\$20	\$880
	Toilet, Vault (single)	1	Each	\$17,000	\$17,000
	Fire Ring	9	Each	\$129	\$1,161
	Pathway, Crushed Aggregate	450	Ln.Ft.	\$4.70	\$2,115
	Garbage Bin	1	Each	\$615	\$615
	Garbage Pad	1	Each	\$1,613	\$1,613
	Entrance Signs, Double Sided	1	Each	\$672	\$672
	Information Board	2	Each	\$336	\$672
	Site Markers (Carsonite)	9	Each	\$30	\$270
	Picnic Table	9	Each	\$345	\$3,105
	Road Gate, Pipe	1	Each	\$4,166	\$4,166
Site Total					\$32,269

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
Fraser Flat Campground	Wood Barrier	2,640	Ln.Ft.	\$16	\$42,240
	Concrete Barrier	39	Each	\$125	\$1,125
	Culvert	5	Each	\$1,000	\$5,000
	Toilet, Vault (single)	1	Each	\$17,000	\$17,000
	Toilet, Vault (double)	2	Each	\$30,000	\$60,000
	Toilet, Vault (4)	1	Each	\$60,000	\$60,000
	Fire Ring	38	Each	\$129	\$4,902
	Accessible Fire Ring	1	Each	\$310	\$310
	Pedestal Grill	5	Each	\$147	\$735
	Ditch	1100	Ln.Ft	\$0.31	\$341
	Road Gate, Pipe (double)	1	Each	\$4,166	\$4,166
	Pathway- Crushed Aggregate	600	Ln.Ft	\$4.70	\$2,820
	Fee Station	1	Each	\$844	\$844
	Host Site (Hose Bib & Holding Tank)	1	Each	\$3,500	\$3,500
	Garbage Bin	6	Each	\$615	\$3,690
	Garbage Pad	4	Each	\$1,613	\$6,452
	Entrance Signs, Double Sided	1	Each	\$672	\$672
	Information Board	1	Each	\$336	\$336
	Site Markers (Carsonite)	38	Each	\$30	\$1,140
	Stairs	22	Ln.Ft	\$44	\$968
Picnic Table	45	Each	\$345	\$15,525	
Spring Well	1	Each	\$15,000	\$15,000	
Fishing Platform	1	Each	\$45,000	\$45,000	
Site Total					\$291,766

Permit Area 1 Total :\$959,632

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
Dimond-O Campground	Toilet, Vault (double)	3	Each	\$30,000	\$90,000
	Fire Ring	38	Each	\$129	\$4,902
	Fee Station	1	Each	\$844	\$844
	Host Site (Hose Bib & Holding Tank)	2	Each	\$3,500	\$7,000
	Garbage Bin	3	Each	\$615	\$1,845
	Garbage Pad	3	Each	\$1,613	\$4,839
	Entrance Signs, Double Sided	1	Each	\$672	\$672
	Information Board	1	Each	\$336	\$336
	Site Markers (Carsonite)	38	Each	\$30	\$1,140
	Picnic Table	38	Each	\$345	\$13,110
Site Total					\$124,688

Lost Claim Campground	Wood Barrier	8	Ln.Ft.	\$20	\$160
	Toilet, Vault (double)	2	Each	\$30,000	\$60,000
	Fire Ring	10	Each	\$129	\$1,290
	Fee Station	1	Each	\$844	\$844
	Garbage Bin	4	Each	\$615	\$2,460
	Entrance Signs, Double Sided	1	Each	\$672	\$672
	Information Board	1	Each	\$336	\$336
	Site Markers (Carsonite)	10	Each	\$30	\$300
	Picnic Table	10	Each	\$345	\$8,740
Site Total					\$74,802

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
Sweetwater Campground	Wood Barrier	782	Ln.Ft.	\$20	\$15,640
	Toilet, Vault (double)	2	Each	\$30,000	\$60,000
	Fire Ring	13	Each	\$129	\$1,677
	Fee Station	1	Each	\$844	\$844
	Garbage Bin	2	Each	\$615	\$1,230
	Entrance Signs, Single Sided	1	Each	\$336	\$336
	Information Board	1	Each	\$336	\$336
	Site Markers (Carsonite)	13	Each	\$30	\$390
Picnic Table	13	Each	\$345	\$4,485	
Site Total					\$84,938

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
The Pines Campground	Fire Ring	9	Each	\$129	\$1,161
	Toilet, Vault (Double)	1	Each	\$30,000	\$30,000
	Fee Station	1	Each	\$844	\$844
	Garbage Bin	1	Each	\$615	\$615
	Garbage Pad	1	Each	\$1,613	\$1,613
	Entrance Signs, Double Sided	1	Each	\$672	\$672
	Information Board	1	Each	\$336	\$336
	Picnic Table	9	Each	\$345	\$3,105
	Well	1	Each	\$15,000	\$15,000
Site Total					\$53,346

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total
The Pines Group Campground	Toilet, Vault (Double)	1	Each	\$30,000	\$30,000
	Fire Ring	4	Each	\$129	\$516
	Information Board	1	Each	\$336	\$336
	Picnic Table	4	Each	\$345	\$1,380
Site Total					\$32,232

Permit Area 2 Total :\$370,006

Permit Area 1 and 2 Total :\$959,632 + \$370,006 = \$1,329,638

Insured Properties

Insured properties are those properties that are essential to campground operation. Not all properties within a site need to be covered as there is little likelihood of a site being completely devastated by any one event. Coverage will extend to bodily injury, or death rising out of the permit holder’s activities under the permit, including but not limited to the occupancy or use of the structures, facilities, or equipment authorized under the permit. In the case of recreation sites, insured items are primarily restrooms. The total replacement costs of the insured toilet buildings are as follows:

Permit Area 1—Summit Ranger District \$539,000

Permit Area 2—Groveland Ranger District \$270,000

The following list represents the number of restroom to be insured per site.

Permit Area 1: Summit Ranger District

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total	Site Total
Boulder Campground	Toilet, Vault (single)	4	Each	\$17,000	\$68,000	\$68,000
Brightman Campground	Toilet, Vault (single)	1	Each	\$17,000	\$17,000	
	Toilet, Vault (double)	2	Each	\$30,000	\$60,000	\$77,000
Dardanelle Campground	Toilet, Vault (double)	4	Each	\$30,000	\$120,000	\$120,000
Eureka Valley Campground	Toilet, Vault (double)	4	Each	\$30,000	\$120,000	\$120,000
Pigeon Flat Campground	Toilet, Vault (single)	1	Each	\$17,000	\$17,000	\$17,000
Fraser Flat	Toilet, Vault (single)	1	Each	\$17,000	\$17,000	
	Toilet, Vault (double)	4	Each	30,000	\$120,000	\$137,000
TOTAL						\$539,000

Permit Area 2: Groveland Ranger District

Site Name	Feature Type	QTY	Unit	Replacement Cost	Total	Site Total
Dimond O Campground	Toilet, Vault (double)	3	Each	\$30,000	\$90,000	\$90,000
Lost Claim Campground	Toilet, Vault (double)	2	Each	\$30,000	\$60,000	\$60,000
Sweetwater Campground	Toilet, Vault (double)	2	Each	\$30,000	\$60,000	\$60,000
The Pines Campground	Toilet, Vault (double)	1	Each	\$30,000	\$30,000	\$30,000
The Pines Group Campground	Toilet, Vault (double)	1	Each	\$30,000	\$30,000	\$30,000
TOTAL						\$270,000

Appendix 4: Applicable Forest Orders

Concessionaire should become familiar with the specifics of Codes of Federal Regulations, Regional and Forest Orders listed below. Additional closure orders may be implemented at any time and permit holder must comply.

CFR	Title	Applicable Regional Order #
36 CFR 261.3	Interfering with a Forest officer.	
36 CFR 261.4	Disorderly Conduct.	
36 CFR 261.6	Timber and other forest products.	
36 CFR 261.9	Property	
36 CFR 261.10	Occupancy and Use.	
36 CFR 261.11	Sanitation.	
36 CFR 261.13	Use of vehicles off roads.	
36 CFR 261.14	Developed recreation sites.	
36 CFR 261.15	Admission, recreation use and special recreation permit fees.	
36 CFR 261.58	Occupancy and Use.	#77-4, 98-2, #81-03
36 CFR 261.58(e)(f)	Occupancy and Use.	
36 CFR 261.53(e)	Health and Safety.	
36 CFR 261.58(v)	Occupancy and Use.	

Appendix 5—Sample Use Report

I. Site Use Record—Sample

Site Use Record Instructions

One form will be used for each facility per month.

Log in the following information daily:

- Total # of sites occupied = # trailer + # tent + # auto
- Total Number of people for all sites
- Comments (open, closed, water on/off, charging fee, un-rentable sites, etc.)
- At the end of each month total your columns and add up your turn away days (full days)

II. Monthly Site Use Summary—Sample

III. Use and Revenue Data for Campgrounds and Related Concessions

**Stanislaus National Forest
Recreation Site Use Record**

District:		Month:				
Site Name:		Site Type:				
Total # Units:		Turn away Days:				
# Accessible Units:		Year:				
DAY	OVERNIGHT CAMPING				# PEOPLE	COMMENTS
	TENT	TRAILER	AUTO	TOTAL		
1						
2						
3						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
TOTAL						

Signature: _____ Date: _____

Monthly Site Use Summary

Facility: _____ Month _____

DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Site 1																															
Site 2																															
Site 3																															
Site 4																															
Site 5																															
Site 6																															
Site 7																															
Site 8																															
Site 9																															
Site 10																															
Site 11																															
Site 12																															
Site 13																															
Site 14																															
Site 15																															
Site 16																															
Site 17																															
Site 18																															
Site 19																															
Site 20																															
Site 21																															
Site 22																															
Site 23																															
Site 24																															
Site 25																															
Site 26																															
TENT																															
TRAILER																															
AUTO																															
TOTAL VEHICLE																															
TOTAL PEOPLE																															

Use and Revenue Data for Campgrounds and Related Concessions

Week: _____ **Campground:** _____ **Space #:** _____

	Date	State	License	Extra Vehicle	ZIP Code	Equipment	# in Group	Passport	Amount Paid
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Total									

Week: _____ **Campground:** _____ **Space #:** _____

	Date	State	License	Extra Vehicle	ZIP Code	Equipment	# in Group	Passport	Amount Paid
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Total									

Week: _____ **Campground:** _____ **Space #:** _____

	Date	State	License	Extra Vehicle	ZIP Code	Equipment	# in Group	Passport	Amount Paid
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Total									

Week: _____ **Campground:** _____ **Space #:** _____

	Date	State	License	Extra Vehicle	ZIP Code	Equipment	# in Group	Passport	Amount Paid
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
Total									

Appendix 6: Sample Customer Service Comment Card

We Need your View on Your Camping Experience

_____ National Forest

_____ Campground

This campground is located on National Forest land but is operated under a special use permit issued by the USDA Forest Service. By giving a private operator this opportunity, we are able to continue services to the public that might have been curtailed under present funding restrictions.

Continuous contact is maintained between the concessionaire and the District Ranger for this campground to make sure that all public service provided is satisfactory. To augment this information, it is important for the Forest Service to have the views of you, the camper!

For that reason, we're asking that you take a moment and let us have your comments on the subjects indicated. We've tried to keep it as brief as possible, so if you want to comment on something not listed, please feel free to do so. It is important, and we appreciate your help. You are assisting us in maintaining good National Forest camping experiences in the future!

Your Comments

We realize that these subjects do not cover all the ground, but they seem to be the ones most people are concerned about. Please let us have your view in the spaces provided below.

1. Cleanliness of campgrounds and facilities: _____

2. Rules about pets and enforcement: _____

3. Check-in procedures: _____

4. Safety and Security: _____

5. Campground employees—courtesy, helpfulness, knowledge: _____

6. Availability of information: _____

7. Other things: _____

Appendix 7—Standard Performance Evaluation Form

Performance Appraisal Form for Concession Developed Sites

Forest: _____

Ranger District _____

Developed Site: _____ Holder: _____

Administrator: _____ Date: _____

NOTE: Bold-faced items are nationally defined Critical Elements for performance inspection/appraisal ratings.

A. PERMIT TERMS

	Above Standard	Meets Standard	Below Standard
1. Insurance requirements met			
2. Payments timely			
3. Use reports accurate and timely			
4. Other permit items met (specify below)			

B. OPERATION AND MAINTENANCE PLAN

	Above Standard	Meets Standard	Below Standard
1. O&M Plan complete & properly submitted			
2. G/T fee off-set plan submitted in a timely manner			
3. G/T off-set projects completed to standard			
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner			

C. CUSTOMER SERVICE (this evaluation criteria is related to MM standards)

	Above Standard	Meets Standard	Below Standard
1. Good PR maintained with Forest visitors.			
2. Good comments received from visitors.			
3. Fees & services provided as represented.			
4. Visitor compliance with FS regulations obtained.			

D. MEANINGFUL MEASURES

Health and Cleanliness	Above Standard	Meets Standard	Below Standard
1. Humans free from exposure to human waste.			
2. Water and sewage treatment systems meet w/all state and FS standards.			
3. Garbage does not exceed container capacities.			
4. Garbage containers are animal resistant.			
5. Sites are free of litter & animal refuse.			
6. Graffiti is removed within 48 hours of discovery.			
7. Toilets & garbage locations are free of objectionable odors.			
8. "Pack In/Out" message is posted where used and accumulated trash is removed with in 24 hours of discovery.			
9. All other facilities are kept clean.			
Setting			
1. Effects from recreation use that conflict with environmental laws are analyzed and mitigated			
2. Recreation opportunities and site management are consistent with ROS objectives.			
3. Landscape character at all sites is consistent with Forest scenic integrity objective(s).			
4. Existing vegetation management plan(s) are adhered to and vegetation loss or erosion caused by recreation use is corrected or prevented.			
5. Numbers of people & vehicles is kept below site capacity.			
Safety & Security			
1. Safety inspections completed annually. Documented high risk conditions are corrected prior to use.			
2. High-risk conditions that develop during the season are mitigated, or the site is closed.			
3. Employees have dependable communications.			
4. Activities prohibited under 36 CFR 261.14, sub-part A are dealt with appropriately.			
5. Utility systems meet applicable state and local regulations.			
Responsiveness			
1. Facilities, when signed as accessible, meet guidelines in UAOR: A Design Guide.			
2. All site entrances are well marked, easily found, and visitors feel welcome.			
3. Info boards look fresh, professional, are uncluttered and contain appropriate info. Multi-lingual services are provided as needed.			
4. All personnel demonstrate good customer			

Health and Cleanliness	Above Standard	Meets Standard	Below Standard
services practices.			
Condition of Facilities			
1. All restrooms are functional and in good repair.			
2. All facilities, including parking and use sites, meet FS design standards and guidelines in UAOR: A Design Guide, per the transition plan.			
3. All structures and facilities meet the INFRA-STRUCTURE definition for good condition.			
4. Signs & bulletin boards are well maintained and meet FS standards.			
5. Roads are treated to control dust.			
6. Vandalism is corrected or mitigated within 1 week of discovery.			

Comments and/or corrective actions pertaining to specific items listed above (for this inspection/appraisal(s):

Have all "Below Standard" items from the previous performance inspection/appraisal(s) been corrected?

(Continue on a separate sheet of paper if desired)

**Performance Inspection/Appraisal(s)
Overall Rating System**

Nationally, only three performance inspection/appraisal ratings are possible for developed site concession administration. These are: 1) "Above Standard", 2) "Meets Standard" and 3) "Below Standard". These three ratings have been established to provide national consistency and definition for the concession inspection/appraisal rating system. As the Authorized Officer, you may develop additional site-specific rating criteria to assist you in further defining and reaching these three ratings but only these three specific ratings can be used to describe your written rating that is given to the holder, You must also have any additional site-specific rating information presented either as a part of the prospectus or as agreed to with the holder if that criteria is developed after the permit has been authorized.

1. If any Critical Element is rated as "Below Standard", the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any Critical Element(s), the holder should be given written notice regarding which of the Critical Element(s) did not achieve the "Meets Standard". The performance concerning the Critical Element(s) has to be corrected immediately. Depending on the Critical Element, the permit may be either immediately suspended (i.e. no insurance policy) or the permit administrator may allow continued use but with that Critical Element not available for public use (i.e. a bad water sample).

2. If more than three non-critical elements are rated "Unacceptable," the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any non-critical element(s), the holder should be given written notice regarding which of the non-critical element(s) did not achieve the "Meets Standard". The performance for these non-critical elements has to be improved prior to the next rating period, which will defined by the permit administrator. The holder must be issued a written notice for the Opportunity to Take Corrective Action as stipulated in Section VI (B) of the Special-Use Permit (FS-2700-4h (8-02)) by the Authorized Officer or designated permit administrator. This is the required first step towards any suspension and/or revocation of use for all or portions of the permitted use.

3. If any of the elements are found to exceed "Meets Standard", then you must set the rating at "Above Standard".

The holder's signature denotes that the Forest Service representative has discussed this evaluation/appraisal with the holder or his/her representative. A holder's signature does not necessarily constitute an agreement or acceptance of the rating

Signatures:

_____	_____
Holder or Representative	Date
_____	_____
Forest Service Representative	Date

Appendix 8 — FSM 2342-1, Exhibit 01, Law Enforcement at Concession Campgrounds

Forest Service Manual 2342, exhibit 01, lists the Federal laws and regulations that allow occupancy and use of National Forest System lands by entities other than the FS. Clarification of this policy is provided below.

Background

This paper clarifies the law enforcement responsibilities and responsibilities of concessionaires, state and local law enforcement agencies, and the Forest Service (FS) at concession campgrounds. The paper is based on a December 15, 1993, memorandum issued by the Office of the General Counsel (OGC) and an April 26, 1996, letter issued by Region 5 on the same subject. This paper has been reviewed and approved by OGC.

Roles and Responsibilities

Concessionaires

In responding to violations of Federal, state, and local laws, ordinances, and regulations, concessionaires have the same authority as a private citizen. Concessionaires generally cannot enforce Federal, state, or local laws or regulations, including 36 CFR Part 261, Prohibitions on National Forest System (NFS) lands. Concessionaires should be knowledgeable of applicable Federal, state, and local laws and regulations, including 36 CFR Part 261, and should report violations of these laws and regulations to the appropriate law enforcement authorities.

Concessionaires may enhance public safety at concession campgrounds in a number of ways. For example, they may hire a private security firm, hire off-duty state or local law enforcement personnel, or enter into a cooperative agreement with the county for additional patrols.

Under the terms of the campground concession permit, the authorized officer may allow or require a concessionaire to establish certain restrictions on conduct or rules of use. For instance, the concessionaire may establish a rule of use that limits the number of vehicles per campground site, establishes a limit on the length of stay, or prohibits washing food at a water hydrant. The rules of use may be incorporated in the concessionaire's operations-and-maintenance plan, and the concessionaire may be held accountable for ensuring compliance under the terms of the special-use permit.

Conduct that violates rules of use may also violate Federal, state, or local laws. When such conduct occurs, the concessionaire should report those violations to the appropriate law enforcement authority. For example, violation of a rule of use may constitute a disturbance of the peace in violation of state law, or disorderly conduct in violation of FS regulations at 36 CFR 261.4

To minimize confusion between criminally enforceable Federal, state, and local laws and concessionaire-established rules of use, each should be posted separately within the campground.

State and Local Law Enforcement Agencies

Generally, state and local law enforcement agencies have authority to enforce applicable state and local laws, ordinances, and regulations on NFS lands. Under 16 U.S.C. 480, states retain their civil and criminal jurisdiction over persons on the National Forests. Thus crimes involving persons and their property are generally the primary responsibility of state and local law enforcement authorities.

Where a concessionaire has established rules of use, there is no authority for a state or local law enforcement agency to take enforcement action, unless the conduct giving rise to the violation of a rule of use also constitutes a violation of state or local law.

There is no authority for the FS to allow state and local law enforcement personnel to enforce Federal laws and regulations, including 36 CFR Part 261. Some conduct may be prosecuted under Federal or state law because the conduct violates both Federal and State law. However, state and local law enforcement officers may enforce only state and local law.

Forest Service

The FS retains all its authorities and responsibilities for enforcing Federal laws and regulations related to administration of NFS lands. The role and responsibilities of the FS do not change simply because the FS has issued a special-use permit to a concessionaire. FS personnel should continue to enforce all Federal laws and regulations relating to the administration of NFS lands within concessionaire-operated campgrounds.

FS personnel should not assume, however, that all laws and regulations applicable to facilities operated by the FS are also applicable to sites operated by concessionaires. For example, as a matter of policy the FS does not interpret failure to pay a camping fee charged by a concessionaire to be a violation of 36 CFR 261.15 because the camping fee charged by the concessionaire is not an admission or recreation use fee for "a site, facility...or service furnished by the United States." The agency construes "furnished by the United States" to mean "owned and operated by the United States." Therefore the FS would not cite someone for failure to pay a camping fee at a concession campground, because the site is operated by a concessionaire, rather than the FS, and the concessionaire, rather than the FS, retains the campground fees.

The regulations at 36 CFR Part 261, Subpart A, apply at both FS and concessionaire-operated campgrounds. In contrast, orders issued under 36 CFR Part 251, Subpart B, may or may not apply at concession campgrounds. A Subpart B order must clearly state the area to which it applies 36 CFR 261.50(c) (1). If the order is Forest wide, it applies to all campgrounds, including concession campgrounds within that Forest. Operating Plans for concession campground permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. A concessionaire's rule of use may be stricter than an order, however.

The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order, and may want to exempt them to place more of the responsibility for the site on the concessionaire. Rules of use, rather than the order, would then govern. This approach is consistent with one of the purposes of the campground concession program, which is to reduce expenditure of limited FS resources on administering developed recreation sites.

When issuing a Subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession campgrounds.

If concession campgrounds are exempted from a Subpart B order, the rules of use established by concessionaires may differ from the restrictions contained in the order that apply elsewhere. For example, the restriction established by an order on the number of vehicles allowed per campsite at an FS-operated campground may differ from the same type of restriction adopted as a rule of use at a concession campground. FS personnel should ensure that they enforce only those Subpart B orders that apply to concession campgrounds.

36 CFR Part 261, Subpart C regulations should be handled the same way as Subpart B orders. Subpart C regulations are issued by the Chief or Regional Forester to prohibit acts or omissions in all or any part of an area over which the Chief or Regional Forester has jurisdiction.

Forest Service law enforcement personnel should cooperate with State and local law enforcement agencies to the extent authorized by FS policy (FSM 5360) and State and Federal law, such as 16 U.S.C. 559g(c), which authorizes acceptance of a law enforcement designation from States, and 16 U.S.C. 553, which authorizes the FS to aid in the enforcement of State laws in certain respects.

Prospectuses and permits for concession campgrounds should clearly describe the respective responsibilities of FS law enforcement personnel, State and local law enforcement authorities, and concessionaires.

Summary

Crimes involving persons and property are generally violations of state law. State and local law enforcement agencies have jurisdiction to enforce state laws at concession campgrounds. FS personnel have the responsibility to enforce Federal laws and regulations related to the administration of NFS lands. Concessionaires may establish and enforce rules of use that are subordinate to Federal, state, and local laws and regulations. Rules of use are not enforceable by Federal, state, or local law enforcement authorities unless violations of rules of use constitute violations of Federal, state, or local laws.

Concessionaires should contact Federal, state, and local law enforcement authorities to address criminal violations under their respective jurisdictions. Concessionaires may also consider hiring a private security firm or contracting with off-duty state or local law enforcement personnel to address day-to-day public-safety concerns at concession campgrounds.

Campground concession prospectuses and permits should clearly describe the respective responsibilities of FS law enforcement personnel, local law enforcement authorities, and concessionaires. In order to minimize visitor confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within a campground.

Appendix 9—Sample Annual Operating Plan

This appendix describes the minimum requirements of the holder's Annual Operating Plan and application regarding the operating season, staffing, operations and maintenance services provided, and minimum standards to be met. The Forest Service will use applicant provided information to rate the proposal against the "Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become a part of his/her Annual Operating Plan.

I. Annual Operating Plan—Table of Contents

1. Operating Season
2. Staffing
 - 2a. Supervision/Management
 - 2b. Personnel
 - 2c. Employee Training
 - 2d. Employee Conduct
 - 2e. Uniforms and Vehicle Identification
3. Customer Service
4. Operations
 - 4a. Water Systems
 - 4b. Interference with Normal Use of Recreation Sites
 - 4c. Standards for Site Facility Cleaning and Maintenance
 - 4c1. All Facilities
 - 4c 2. Toilets
 - 4c 3. Tables
 - 4c 4. Fire Rings and Grills
 - 4c 5. Grounds
 - 4c 6. Roads and Trails
 - 4c 7. Barriers (parking, road, etc.)
 - 4c 8. Water Hydrants
 - 4c 9. Trash Receptacles
 - 4c10. Signs, Bulletin Boards, and Fee Stations
5. Safety
 - 5a. Safety Inspection
 - 5b. High Risk Conditions
 - 5c. Removal of Hazardous Objects
 - 5d. Identification and Removal of Hazardous Trees
6. Signs and Posters
 - 6a. Entrance Sign
 - 6b. Title VI Compliance
7. Holder Advertising
8. Fire Prevention
9. Road and Trail Maintenance
10. Law Enforcement and Security
11. Communication Systems
12. Herbicides and Pesticides
13. Recycling
14. Interpretive Programs
15. Additional Revenue-Producing Sales, Services, and/or Fees

II. Annual Operating Plan Sample

1. Operating Season:

The minimum season for each of the recreation facilities is described in the prospectus in I.C. Description of Developed Recreation Sites and Facilities.

Additional times of operation, both full and partial, may be offered.

2. Staffing:

The holder will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the permit. State and Federal laws governing employment, wages, worker safety, etc. must be met.

Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, Davis-Bacon Wage Rates (for G/T fee offset), workers' compensation, OSHA regulations, ADA, and immigration laws regarding employment of legal aliens.

2a. Supervision/Management:

A representative(s) who will serve as the liaison(s) between the Holder and the Forest Service and have full authority to act on the terms of the special use permit must be designated. There may be more than one designee, each of whom has the authority to act on one or more permit terms (i.e., one person may deal with operations issues, one may deal with maintenance issues, and another may deal with financial issues). The designee(s) names, or the appropriate job title(s), must be included in the proposal.

State in the proposal the position title and area(s) of responsibility.

2b. Personnel

Provide an organization chart showing each position. Provide a narrative description of each position shown on the organization chart including the title of the position, duties, and indicating full or part time employment.

2c. Employee Training

Describe training to be provided to each position listed on your organization chart.

2d. Employee Conduct

Provide your company's employee conduct policy.

2e. Uniforms and Vehicle Identification

Employees must wear neat, clean, and professional attire that identifies them as concessionaire employee including a name tag with the concessionaire's company name. The official Forest Service uniform, Forest Service volunteer uniform, and components may not be used.

Describe in detail attire for all employee positions.

Vehicles must be clean, quiet, and well maintained with a professional quality sign containing the concessionaire's name displayed on each side of each vehicle used.

Describe in detail vehicles used.

3. Customer Service:

Customers and the visiting public will be responded to in a professional manner to contribute towards a safe and enjoyable experience on the National Forest. A customer service comment card system must be provided. The customer service comment card contained in Appendix 6 may be proposed.

Describe a customer service commitment and provide a comment card system.

4. Operations:

The Holder will be responsible for all tasks associated with the daily operation and maintenance of the area.

4a. Water Systems

All of the developed sites included in this offering have potable water systems. It is the holder's responsibility to operate and maintain the water systems, and have the capability to turn off and reopen the system for maintenance purposes. The Forest Service will provide instruction on turning off and reopening of the water system.

The holder is responsible for compliance with all applicable Federal, state, and local drinking water laws and regulations for the operation and maintenance of a public water system. This includes the testing and maintenance of all potable water systems in accordance with the state of California department of public health and Forest Service regulations. If current laws and regulations change and it becomes necessary to perform additional or different tests, the holder shall be responsible for compliance and associated costs. (Reference Forest Service 2700-4h, clause V. B. and FS 2700-4h Appendix F). Describe a process to operate, inspect, test, and maintain the water systems addressing the standards described above.

4b. Interference with Normal Use of Recreation Sites

Operation, maintenance, and cleaning of grounds and facilities can interfere with the recreational use of the areas by the visiting public. Describe measures to limit inconvenience and disruption of use by the public.

4c. Standards for Site Facility Cleaning and Maintenance

The holder shall be responsible for meeting the standards listed below when cleaning and maintaining facilities. Describe how the following ten items (4c1. – 4c10.) will be identified and accomplished.

4c1. All Facilities

Facilities are maintained free of graffiti.

Facilities are clean and well maintained.

Numbers of visitors and vehicles do not exceed site capacity.

A site safety inspection is completed annually, and documented in a format acceptable to the Forest Service. Documented high risk conditions are corrected prior to use.

Utility systems meet applicable state and local regulations.

Facilities, when signed as accessible, meet guidelines in Universal Access to Outdoor Recreation: A Design Guide.

Grass and over hanging brush must be kept trimmed around tables, bulletin boards, water hydrants, barriers, signs, buildings, parking areas, paths, living spaces, tent sites, and other facilities.

4c2. Toilets

To keep humans from unhealthy exposures to human waste, the waste is removed immediately upon discovery or notification.

All other types of sewage treatment systems must meet state and federal standards.

Toilets are clean and free of objectionable odor.

Restrooms are functional and in good repair.

Walkways and trails shall be kept free of obstructions or excess vegetation.

4c3. Tables

Excessive grass or vegetation shall be trimmed from around the table area.

There should be adequate vegetation, gravel, or other approved material around tables to prevent mud and erosion.

4c4. Fire Rings and Grills

Fire rings shall be free of litter, ashes, and unburned material before used by a new user.

Ashes, charcoal, and unburned wood shall be removed from fire rings and grills when there is less than four (4) inches of free side clearance.

There should be adequate gravel, or other approved material around fire rings to prevent mud and erosion.

Eliminate any rock fire rings or modifications that were not installed or approved by the Forest Service. Remove ashes from unauthorized fire rings and pits. Scatter the rocks and spread soil over these areas, to make them less conspicuous.

4c5. Grounds

Developed sites shall be free of litter and domestic animal waste.

Effects from recreation use that conflict with environmental laws are analyzed and mitigated as needed.

Loss of vegetation and erosion caused by recreation use is prevented and/or corrected in accordance with approved vegetation management plans.

Nails, ropes, wire, etc. will be removed from trees whenever found.

Grass and other ground vegetation shall be trimmed on a regular basis to maintain a comfortable and inviting environment.

4c6. Roads and Trails

Roads within or adjacent to developed sites are treated and maintained to control dust.

Ditches and culverts shall be cleaned and maintained to allow proper drainage.

4c7. Barriers (parking, road, etc.)

Excess vegetation around barriers shall be trimmed to keep the barrier visible.

4c8. Water Hydrants

Water hydrants meet state and federal standards.

Maintain functional gravel sumps.

Each hydrant must be posted with a sign that says "No washing dishes, bathing, washing hair or hands, or cleaning fish", or a similar message.

4c9. Trash Receptacles

Garbage does not exceed the capacity of the garbage containers.

Garbage locations are clean and free of objectionable odors.

All trash shall be removed from National Forest lands and disposed of in accordance with all state and local laws and regulations.

4c10. Signs, Bulletin Boards, and Fee Stations

Information boards look fresh, professional, uncluttered, and contain appropriate current/seasonal information. Multi-lingual information is provided as needed.

Signs, bulletin boards, site markers, and fee stations are well maintained, neatly arranged, and meet Forest Service signage standards.

5. Safety:

The safety and health of all persons is of the up most importance.

Provide a safety and health plan to address both an annual all encompassing safety and health inspection and a continuing safety and health monitoring program, that addresses the following five areas of concern:

5a. Safety inspections

An annual all encompassing safety and health inspection will be preformed prior to the high use season. This inspection will document all safety and health problems discovered, note corrective action to be taken, and document completion of corrective actions or mitigating measures. Additionally, continuing attention to will be made to new situations presenting a safety or health concern during the operating season. These discoveries, corrective actions or mitigating measures taken will be documented in writing.

5b. High risk conditions

High risk conditions may develop, such as but not limited to the following: weather, environmental, and facility conditions; domestic unrest; etc. It is the holder's responsibility to plan for and react responsibly.

5c. Removal of hazardous objects

Safety hazards, such as but not limited to unsafe branches, tripping hazards, unstable walking surfaces, etc. shall be identified and corrected.

5d. Identification and removal of hazardous trees

The holder is responsible for identifying, monitoring, and removing all hazard trees throughout the year, subject to Forest Service review. In addition, hazard inspection will be conducted immediately after any major weather event (i.e., hurricanes, tornados, ice storms). After securing approval from the Forest Service, the permit holder is required to remove hazard trees and associated slash. The Annual Operating Plan will address the appropriate disposal methods. The Forest Service will advise the permit holder, as needed, in regards to hazard tree identification and removal.

Forest Service approval is required prior to cutting or pruning of any trees.

The holder would not typically be responsible for hazard tree removal necessitated by atypical situations, such as a major blow down or a large insect infestation. However, responsibility will be determined on a case by case basis.

All stumps from hazard tree removal shall be flush cut to ground level in order to reduce tripping hazards

If slash and bucked logs resulting from hazard tree removal are not used by campers within a reasonable length of time, the holder must dispose of it by an approved method.

5e. Safety training for employees

The holder is responsible to provide on-going safety training to ensure a safe work environment and inform and educate their employees about working safely and recognizing unsafe conditions.

6. Signs and Posters

All signs must be maintained in a good condition (neat, clean, not faded or torn). Replacement of standard Forest Service signs is the responsibility of the Forest Service. Homemade signs or posters are not allowed. Additional signs should be reviewed by the authorized officer as to location, design, size, color, and content. Commercial advertising is not allowed.

Describe proposed signing as it relates to both Holder and Forest Service provided signs.

6a. Entrance sign

A sign stating that the recreation area is under permit from the U.S. Forest Service and including the name of the permit holder must be posted on the entrance board of all sites. The sign must include contact information for both the permit holder and Forest Service.

6b. Title VI compliance

The holder is required to post and maintain the And Justice for All poster and "Welcome To Your National Forests..." poster (Unicor P23-43) as furnished by the Forest Service.

7. Holder advertising

The holder shall accurately represent the accommodations and services provided to the public within the permit area, in all advertisements, signs, brochures, and any other materials. The fact that the permit area is located on the Stanislaus National Forest shall be made readily apparent in all advertising and signing.

All forms of advertising must contain the following words: “X Company is an equal opportunity provider.”

Describe proposed media for advertising.

8. Fire Prevention

Provide a fire prevention plan that addresses, at a minimum:

- How the applicant will prevent wildfires and structural fires
- Reporting procedures and emergency response, should a fire occur
- Training and experience of employees, relative to fire
- Fire prevention/suppression tools and equipment that will be on-site

9. Road and Trail Maintenance

The holder is responsible for maintaining vehicular and pedestrian access in a safe and passable condition and to Forest Service standards. This responsibility includes, but is not limited to, mowing road shoulders and around parking barriers for visibility; filling chuck holes with asphalt materials on paved surfaces; grading and/or controlling dust on unpaved surfaces; and erosion control through grading, ditching, or use of check dams, regardless of where needed. Grading of gravel surfaced roads averages ___ times per year. Culverts must be kept free of debris.

Describe a road maintenance schedule to accomplish these needs.

10. Law enforcement and security

Forest Service, state, and local law enforcement and the holder each have enforcement roles at concession recreation sites. Appendix 8 clarifies the law enforcement authorities and responsibilities at concession operated recreation sites (FSM ID 2340-96-1).

Describe how law enforcement, security and rules of use will be imposed at the recreation sites.

11. Communication Systems

The holder is required to provide a means of communication (e.g., two-way radios, cellular phones, etc.) between all employees, the Forest Service, the National Recreation Reservation System, and emergency response agencies. The use of radio frequencies and equipment owned by the Forest Service will not be authorized.

Describe how all communications will be complete, timely, and accurate between all affected interests.

12. Herbicides and Pesticides

Herbicides and pesticides may not be used without prior written approval from the Forest Service. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. Any request for use shall cover a 12-month period of planned use, beginning 3 months after the reporting date. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands (refer to FS-2700-4h, V.D).

- Describe intentions to use specific products.

13. Recycling

Recycling of all materials is encouraged.

Describe a recycling program to include types of materials, receptacles, handling, removal, etc.

14. Interpretive Programs

Permit 1: Brightman Complex and Fraser Flat Campgrounds (Required)

Permit 2: Highway 120 Complex (Optional Services)

Interpretive services enhance visitor experience, increase visitor understanding of their National Forests, aid in fire prevention, and deter damage to facilities and resources. Interpreters educate, entertain, exhibit, inform, and otherwise communicate important natural resource messages to visitors.

Interpretive presentations may address natural and cultural resources, fisheries and wildlife, fire management, water resources, or other topics relative to the National Forest and its management. Interpretive services can take the form of campfire programs, guided walks, brochures, children's activities, displays, or other similar items.

The holder has discretion whether to charge or not for interpretive programs they provide. The holder may subcontract the provision of interpretive services with other organizations such as museums or historic societies and may charge the public to cover any expense incurred.

Under limited circumstances, the permit holder may enter into a collection agreement with the FS to provide interpretive services at the concession sites. The permit holder may not; however, enter into a collection agreement where by the FS provides routine, ongoing interpretive programs. The permit holder may not charge for interpretive services that are presented by the FS under a collection agreement.

The FS retains the right to present programs at any campground or other recreation site on the National Forest, subject to coordination with the holder to avoid conflict with other scheduled activities.

Describe a proposed interpretive services plan to include frequency, content, and objectives of the programs, who will give the programs and their qualifications. If the public is charged, explain what fees will be charged and the basis for the fee.

15. Additional revenue-producing sales, services, and/or fees

Describe and list all additional revenue-producing sales services or fees you propose to provide.

The Following is a list of Approved Sales:

- Sale of Firewood
- Guided interpretive tours and programs

III. Sample Holder Maintenance, Reconditioning and Renovation Plan

Applicants should include their proposed holder maintenance, reconditioning and renovation plan (MRR) in their application package. Following this type of holder maintenance schedule should prove useful to the holder in order to meet performance evaluation criteria and minimum standards.

The permit holder, at its expense, will be required to perform holder Maintenance, Reconditioning, or Renovation under a holder MRR plan (FS-2700-4h, clause II.D). The holder MRR plan will describe required holder MRR and its frequency. The holder MRR plan will become part of the permit holder annual operating plan.

NOTE: The holder maintenance tasks listed below is not an all inclusive list of the tasks needed to maintain and recondition a recreation site. Actual holder maintenance requirements will be included in the Annual Operating Plan. Standards for these requirements will be provided by the FS.

All Developed Sites

Maintenance Item	Frequency	Standards
Pick up litter within site boundaries.	Daily	Remove all litter observed on the grounds. Particular attention shall be given to the removal of all observed glass, bottles, cans and similar objects that might cause injury to site visitors. Do not perform litter removal in an occupied site. Pick up litter in and around streams and roads running through or adjacent to sites.
Paint entrance signs, shields and frames.	Prior to May 25 annually.	Forest Service approved materials; frames may have to be water sealed instead of painted.
Remove graffiti.	As needed.	Remove graffiti within 48 hours of discovery or notification.
All ground fire pits will be maintained in good working condition.	Prior to opening, as needed.	Replace throughout season if become a safety hazard, internal grill will be securely fastened.
Patch rodent and bird holes in wood restrooms, repair/replace screens.	As needed, prior to opening annually.	Forest Service approved materials and standards.
Maintain all posters in good condition on bulletin boards.	Prior to opening and as needed during season.	After securing approval by authorized FS personnel, picnic tables will be cabled or chained in place by the leg or brace. Cables or chains will be of sufficient size to require a bolt cutter or similar tool for cutting. The cable or chain will be connected to a buried anchor that may be concrete, block or steel post or like material. No wood anchors shall be used. Anchors will be placed so they are not a tripping hazard or otherwise cause injury; tables will

Maintenance Item	Frequency	Standards
		have all 4 legs in contact with the ground; no legs will be propped up with rock or other objects.
Raise picnic tables that have sunken into ground due to snow load.	Prior to opening, annually.	All tables should be at proper seating heights.
All campsite markers will be straight with numbers clearly visible from roadway.	Prior to opening, within 1 week of observation.	Forest Service standards; Carsonite posts with reflectorized letters or numbers, or equivalent; posts and lettering will be in good condition.
Replace all metal signs (particularly "No Parking" when faded or vandalized.	Prior to opening, within 1 week of observation.	All metal signs shall be legible and clearly visible at all times. The signs will be replaced when sunlight or environmental factors have caused the numbers or letterings to appear weathered, discolored or bleached.
Clean and repair all non-contract garbage cans.	Prior to opening and when needed.	Forest Service standards.
Rake around firepits, standing grills, and picnic tables. Clear fire rings when half-full.	Prior to opening and as needed during the season.	Rake needles away from all fire units for 5 feet in all directions. Remove charcoal ash from ground.
Remove hazard trees.	Prior to opening and identify trees that need to be removed at end of season.	Forest Service standards and guidelines as defined in the Stanislaus NF Hazard Reduction Policy, which will be made part of the operating plan.
Clean out inlets, outlets and inside of culvert pipes.	At end of season, and prior to opening if needed.	Forest Service standards; material removed will be placed in an area outside the stream environment zone.
Sweep all areas of roads, parking lots and paved camp spurs.	Prior to opening; remove all cones, branches and debris during season.	Forest Service standards; material will not be piles; material will be scattered; cones and limbs will be kept off roadways and walkways for public safety.
Cut back all vegetation sufficient to permit visibility to vehicles on roadway and allow vehicle use of the entire road.	Prior to opening and as needed during season.	All shrubs, limbs and brush will be trimmed back to a distance no less than six inches from the edge of all roadways and spurs.
Maintain restroom skylights and plexiglass roofs.	Prior to opening; throughout season as needed.	Remove any pine needles, debris, rocks or light blocking material' care must be taken to avoid scratching surface when material is removed; paint overspray shall be removed.
Maintain restroom roofs.	Prior to opening; throughout season as needed.	Pine needles are removed before season starts, and build-ups do not occur during season to prevent structural damage; buildings must be leak proof at all times.
Replace burned-out lights at all facilities and restrooms.	Within 2 days of burning out.	Replacement lights will be within fixture tolerances and Forest Service standards.
Pump toilet vaults when $\frac{3}{4}$ full.	As needed, at end of season.	Vaults may need to be pumped at end and beginning of season due to accumulation of water from snowmelt. Vaults must be pumped at end of term of permit.
Paint interior and exterior of restroom buildings, touch up paint when necessary.	Rotating basis. Each building painted once very 3 years.	Interior and exterior; Forest Service standards and approved materials' surfaces to be painted shall be free of dust, dirt, scale, or any other substance which may interfere with the adhesion of the specified coat; this may require sanding and smoothing; Forest Service approved paint at full strength.

Maintenance Item	Frequency	Standards
Paint trash bins, food lockers, recycling center, and gates.	As needed.	Forest Service standards and approved materials; surfaces to be painted shall be free of dust, dirt, scale, or any other substance which may interfere with the adhesion of the specified coat; this may require sanding and smoothing; Forest Service approved paint at full strength.
Paint roadway signs and arrows.	Prior to opening annually.	All symbols shall be in conformance with the “Standard alphabets for Highway Signs and Pavement Markings: available from the Federal Highway Administration (reference Manual on uniform traffic control devices). Arrows shall be 12’ wide at the base; the wings shall extend 10’ from the outside edge of the base at a point 24’ up from the bottom of the base; and the arrow portion shall extend 24’ from the point where the wings start. A high pressure air hose shall be used to clean the pavement immediately.
Paint wood picnic tables.	Rotating basis, each table painted once every 3 years.	Forest Service standards and approved materials; surfaces to be painted shall be free of dust, dirt, scale, or any other substance which may interfere with the adhesion of the specified coat; this may require sanding and smoothing; forest Service approved paint at full strength.
Straighten/replace broken/missing barriers, site markers, signs and posts.	Prior to opening, within one week of discovery.	Forest Service standards and approved materials.
Water testing. Winterize all hydrants. Inspect and repair all damaged or leaking plumbing fixtures.	Prior to opening, prior to closing, and throughout season.	Permit holders operating Federally owned water systems must comply with all applicable Federal, State, interstate, and local requirements applicable to drinking-water systems, and must follow the Operation and Maintenance Plan developed in conjunction with the FS to address the specific system(s).

Appendix 10—FS-2700-4h, Special Use Permit For Campground and Related Granger-Thye Concessions, and FS-2700-4h, Appendix F, Operation of Federally Owned Drinking Water

Authorization ID: FS-2700-4h (03/06)
Contact ID: OMB No. 0596-0082
Expiration Date:
Use Code:

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT FOR
CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS
Authority: Granger-Thye Act, 16 U.S.C. 580d
(Ref. FSM 2710)**

<Holder Name, Address, City, State and Zip Code>

<Holder Name> (the holder) is hereby authorized to use and occupy National Forest System lands, subject to the conditions below, on the National Forest.

FACILITY:

LEGAL DESCRIPTION:

ACRES:

DISTRICTS:

THIS permit covers acres or miles, which are described above and are as shown on the location map attached to and made a part of this permit. The above described area shall be referred to herein as the permit area.

THIS permit is issued for the purpose of operating and maintaining a Forest Service developed recreation site(s) as provided herein and in the attached annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F) I. **AUTHORITY AND GENERAL TERMS OF THE PERMIT**

A. **AUTHORITY.** This permit is issued under Section 7 of the Granger-Thye Act, 16 U.S.C. 580d, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. **AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor who issued this permit or a delegated subordinate officer.

C. **TERM.** This permit shall expire at midnight on December 31, <Year>, years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not

require notice, a decision document, or any environmental analysis or other documentation.

D. RENEWAL. This permit is not renewable. After it expires, continuation of the type of use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. After expiration, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when at the discretion of the authorized officer such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, forest land and resource management plans, or other management decisions.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use and occupancy authorized by this permit is not exclusive. The Forest Service reserves a continuing right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized structures and developments, the lands and waters covered by this permit shall remain open to the public for all lawful purposes. To facilitate public use of this area, all existing roads shall remain open to the public, except for roads that may be closed by joint agreement of the holder and the authorized officer.

H. CHANGE IN CONTROL

1. Notification. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated. If the holder is a corporation, change of control means the sale or transfer of a controlling interest in the corporation. If the holder is a partnership or a limited liability company, change of control means the sale or transfer of a controlling interest in the partnership or Limited Liability Company. If the holder is an individual, change of control means the sale or transfer of the business to another party.

2. Termination. This permit is not transferable. Any change in control of the business entity as defined in clause I.H.1 shall subject this permit to termination upon issuance of a new permit to the party who acquires control of the business entity. That party

must submit an application for a permit for the type of use and occupancy authorized by this permit. Issuance of a new permit to the party acquiring control shall be at the sole discretion of the authorized officer. The authorized officer shall determine that the applicant meets requirements under federal regulations. If a new permit is issued to the party acquiring control, the term shall be for no more than the balance of the term of this permit. Once the permit issued to the party acquiring control expires, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

I. LIMITATIONS. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer through a new permit or a permit amendment.

II. OPERATIONS, MAINTENANCE, AND RECONDITIONING

A. ANNUAL OPERATING PLAN

1. The holder or his/her designated representative shall prepare and annually revise by <Date> an annual operating plan. The annual operating plan shall be prepared in consultation with the authorized officer or his/her designated representative and shall cover all operations authorized by this permit, regardless of season. The annual operating plan shall be submitted by the holder and approved by the authorized officer or his/her designated representative prior to the operating season.

2. The annual operating plan shall specify the operational requirements governing the sites covered by this permit. At a minimum, the annual operating plan shall enumerate the minimum operating seasons; how the holder will provide services to the public; protect public health and safety and the environment; and repair, maintain, or enhance the function of the improvements covered by this permit. The annual operating plan shall contain standards and sufficient detail to enable the Forest Service to monitor operations for compliance.

3. The holder shall perform a condition survey of the water system each year before it is opened. The holder shall prepare a brief written report that notes all deficiencies that may render compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and other applicable regulatory requirements infeasible. The condition survey report shall also include a detailed description of all water system deficiencies and/or repair work which the holder has identified as requiring corrective action in order for the system to be in compliance with Appendix F of this permit and applicable Federal and State safe drinking water regulation. If repair work is necessary, a repair plan shall be attached to the condition survey report. The repair plan shall identify all water system components requiring repair, estimated costs for repair and the approximate time schedule to complete the repair. The report shall be sent to the authorized officer at least two weeks days prior to opening the system for the season. All deficiencies shall be corrected to the satisfaction of the Forest Service prior to opening the system. Corrections and the date they were made shall be recorded in the condition survey. If the system operates throughout the year, the condition survey shall be submitted to the Forest Service by January 15 each year.

B. **MINIMUM USE AND OCCUPANCY.** Use and occupancy of the permit area shall be exercised at least ___ days each year, unless otherwise authorized in writing under additional terms of this permit.

C. **GRANGER-THYE FEE OFFSET AGREEMENT.** Government maintenance and reconditioning projects shall be performed in accordance with an annual Granger-Thye fee offset agreement as provided in clause IV.E.2 of this permit.

D. **HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN.**

The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1 (d) of this permit under holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

The holder shall maintain all equipment and other facilities on site in good repair and free of leakage of lubricants, fuel, coolants, and hydraulic fluid. The holder shall properly dispose of all hazardous waste- contaminated soil, vegetation, debris; vehicle oil filters (drained of free-flowing oil); oily rags; and waste oil in accordance with local, State, and Federal regulations off of Government property and shall transport such substances, or arrange to have such substances transported in accordance with State and Federal regulations.

E. **ALTERATION OF GOVERNMENT IMPROVEMENTS.** If during the term of this permit any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset under clause IV.E.

F. **RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES.** As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Some but not all of these activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

G. **REMOVAL AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer or his/her designated agent has approved and marked what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, and other plants may be planted in the permit area as approved by the authorized officer.

H. **SIGNS.** Signs or other advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size,

color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

I. NONDISCRIMINATION.

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third- party agreement made with respect to the operations authorized under this permit.

Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service shall be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

J. EQUAL ACCESS TO FEDERAL PROGRAMS

In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

K. NATIONAL RECREATION RESERVATION SERVICE (NRRS). The NRRS is the only authorized reservation service to be utilized by the holder. No other reservation service of any kind may be used by the holder. Operational procedures for the NRRS will be developed and placed in the annual operating plan.

III. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit is revocable and terminable. It is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. THIRD-PARTY RIGHTS. This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause II.F.

D. WATER RIGHTS. This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this

permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.

E. **RISKS.** The holder assumes all risk of loss of the property. Loss to the property may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

F. **DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.F, III.I, and V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the site. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the site, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit, including damage to government-owned improvements covered by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

3. With respect to roads, the holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION. The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during the term of this permit or existing or occurring after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit that causes or threatens to cause: a hazard to the safety of workers or to public health or safety; or, harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

H. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in: (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

I. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum

amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. Liability. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$100,000 for injury or death to one person,

\$300,000 for injury or death to more than one person, and

\$25,000 for third-party property damage.

2. Property. The holder shall have in force property insurance for the federal government property covered by this permit, including the land and government-owned improvements in the minimum amount of \$_____. The types of loss to be covered by this clause shall include but not be limited to fire suppression costs and damage to government-owned improvements and lands covered by this permit. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

J. PERFORMANCE BOND. The authorized officer may at any time during the term of this permit require the holder to furnish a bond or other security to secure any or all of the obligations imposed by the terms of this permit or any applicable law, regulation, or order. The following terms shall apply if a bond is required.

1. Amount and Form of Bonding. As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of \$25,000. In lieu of a bond, the holder may deposit and maintain in a federal depository cash in the foregoing amount or negotiable securities of the United States having a market value at the time of deposit of at least the foregoing dollar amount.

2. Sufficiency of Bonding. The authorized officer may periodically evaluate the adequacy of the bond and increase or decrease the amount as appropriate. Should the bond or other security delivered under this permit become unsatisfactory to the Forest Service, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Forest Service.

3. Remedies. The bond shall provide that at the Forest Service's sole discretion the surety shall pay the United States for any loss covered by the bond or, in the event of complete default under the permit, shall pay a third party to operate the concession

for the balance of the permit term. The bond shall also provide that selection of a third party to operate the site is subject to Forest Service approval. If the holder fails to meet any of the requirements secured under this clause, the Forest Service has the discretion to require the surety to pay the United States for any loss covered by the bond or, in the event of complete default under the permit, to pay a third party to operate the concession for the balance of the permit term, without prejudice to any other rights and remedies of the United States.

K. SANITATION. The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

L. REFUSE DISPOSAL. The holder shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.

IV. PERMIT FEES AND ACCOUNTING RECORDS

A. PERMIT FEES. The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit of percent of adjusted gross revenue as defined in clause IV.B. The minimum annual permit fee for the authorized use and occupancy shall be \$ _____. If the percentage of gross revenue in a given year is less than the minimum annual permit fee, the holder shall pay the minimum annual permit fee. The holder shall pay the permit fee in advance of the authorized use and occupancy, as provided in clause IV.C. Payments due before commercial operations commence pursuant to clause IV.C.1 are not refundable, except to the extent they are subject to fee offset under clause IV.C.3 and IV.E. The Forest Service may adjust the minimum permit fee every five years from the due date of the first annual payment to make the annual permit fee commensurate with the fair market value of the authorized use and occupancy.

B. DEFINITIONS

1. Adjusted Gross Revenue. Gross revenue plus applicable revenue additions, minus applicable revenue exclusions.

2. Gross Revenue. The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.

3. Revenue Additions. The following are added to gross revenue:

- (a) The value of goods and services that are donated or bartered; and
- (b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.

4. Revenue Exclusions. The following are excluded from gross revenue:

- (a) Amounts paid or payable to a state licensing authority.
- (b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.

(c) Refunds of use fees provided to the public by the holder.

C. PAYMENT SCHEDULE

1. Initial Payment. An initial cash payment representing the portion of the estimated annual permit fee for one month of revenue during the operating season (but not less than \$1,500, unless the total permit fee is less than \$1,500) shall be paid in advance of use each year. This payment is not refundable except to the extent that all or part of the initial cash payment may be offset by the cost of work performed pursuant to a Granger-Thye fee offset agreement as provided in clauses IV.C.3 and IV.E.2.

2. Subsequent Payments. The holder shall report sales, calculate fees due, and make payment in two installments, on June 30, and on July 31.

Holder-Performed Fee Offset Work.

Work in Lieu of Cash Payments. Notwithstanding clause IV.C.2, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause IV.E.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement, and has been accepted as completed by the Forest Service before the end of the holder's fiscal year.

In the absence of a current, Granger-Thye fee offset agreement; payment must be made pursuant to clause IV.C.2.

Documentation of Expenses. Prior to reimbursement or credit for Granger-Thye fee-offset work, the holder shall submit sufficient documentation to allow the authorized officer to determine that the costs claimed are allocable to the Granger-Thye fee offset agreement, actual, reasonable, and not unallowable.

Final Payment. The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credits for fee offset work. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.

Overpayment. Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clauses IV.C.1 and 2. Credit for offset work pursuant to clause IV.C.3 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the annual permit fee.

D. DOCUMENTATION OF REVENUE. The holder shall provide documentation of use and revenue for purposes of permit fee verification.

1. Use and Revenue Data. The holder shall submit to the authorized officer on a monthly basis use and revenue data covering each week of the operating season. At a minimum, such data shall consist of the number of sites occupied, all extra vehicle charges, the total number of Golden Age and Golden Access Passports honored, the total amount of use fees collected from the public, and the total amount of other types of revenue collected from the public.

2. Income Statements. No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the

results of the holder's annual operations. The statement shall include all adjustments, such as taxes deducted, and shall be broken down by categories of sales.

E. GRANGER-THYE FEE OFFSET. Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for renovation, reconditioning, improvement, and maintenance deemed to be the government's responsibility, as defined below, of government-owned improvements and their associated land.

1. Definitions

- (a) Maintenance. Actions taken to keep fixed assets in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life. Maintenance includes work needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.
- (b) Improvement. Advancing a fixed asset to a better quality or state. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.
- (c) Reconditioning or Renovation. A type of maintenance that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.
- (d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. Examples include but are not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal. In fulfilling these responsibilities, the holder shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation.
- (e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life

of the property. Examples include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition outlined above.

Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

2. Granger-Thye Fee Offset Agreement. Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee. The agreement shall specify whether the concessionaire shall be required or has the option to enter into a collection agreement to have the Forest Service perform the work. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.

3. Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements performed by the holder. The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and improvement project is one costing \$ or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

F. FEE PAYMENT ISSUES

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Fees are due and payable by the due date. No appeal of disputed fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments will be made if dictated by settlement terms or an appeal decision.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

G. ACCOUNTING RECORDS AND ACCESS. The holder shall follow generally accepted accounting principles or other cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall require any party who has responsibility for any day-to-day activities under clause II.F of this permit to comply with these same requirements. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit, as well as those of any parties authorized to operate under clause II.F of this permit, available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

V. RESOURCE AND IMPROVEMENT PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. WATER SYSTEMS

1. The holder, as the water supplier and operator of the drinking water system, shall operate the system in compliance with Forest Service Manual (FSM) Chapter 7420, applicable federal, state, and local drinking water laws and all regulations applicable to public and nonpublic drinking water systems. This includes, but is not limited to, renovation, operating and maintaining the system and conducting drinking water testing, maintaining records to demonstrate compliance, and taking the appropriate corrective and follow-up actions in accordance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and federal, state, and any other applicable requirements. The holder shall be able to demonstrate compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and all other applicable requirements by maintaining all necessary records. For the purposes of this authorization, public water systems are as defined in the Safe Drinking Water Act, 42 U.S.C. 300f et seq., as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by state regulations if more stringent. Requirements under FSM 7420 applicable to the holder are set forth in this Chapter and Appendix F to the permit entitled "Operation of Federally Owned Drinking Water Systems."

2. For federally owned systems, the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The holder shall provide a copy of positive lab test to the Forest Service within one week of receiving the lab result. The holder shall notify the State drinking water program and Forest Service within 48 hours of any failure to comply with a federal or state drinking water requirement and make a written record that the notification occurred and place it in the system's record file. The holder shall notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation. The holder shall respond to the microbial contamination event as specified in Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and applicable regulations.

3. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available upon request to the Forest Service and to any other regulatory agency authorized to review Forest Service activities. Copies of microbiological test results for federally owned water systems shall be forwarded monthly to the Forest Service by the 15th of the month following the sampling date. Copies of all other drinking water sample results shall be forwarded to the Forest Service at the end of the operating season. If the operating season is longer than six months in length, copies of sample results must be provided to the Forest Service every six months. The holder shall clearly identify all sample results that violate FSM requirements or state, federal, and local requirements when the copies are submitted. Sample results that violate any of these requirements must have the results of required follow up samples attached. Copies of sample results that violate state requirements must have documentation attached to demonstrate that the state was informed of the violation within 48 hours of the lab notifying the holder of the results. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

4. For federally owned systems, the holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel. Operators shall be certified to operate drinking water systems for all water systems classified as community or non-transient non-community system or when otherwise required by the state in which the system is located. Records to demonstrate operator certification shall be kept by the holder and made available to Forest Service upon request.

C. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

D. PESTICIDE USE. Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

E. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall leave such discoveries intact until authorized to proceed by the authorized

officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

F. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES. Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 et seq., as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable Federal, State, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than Federal, State, and local regulations, to prevent releases and protect natural resources.

3. The holder shall immediately notify all appropriate response authorities, including the national Response Center and the Forest Service authorized officer or designated representative, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR part 153, subpart B, and 40 CFR 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1).

The holder shall immediately notify the Forest Service designated representative upon knowledge of any release [or threatened release] of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management authority of the United States.

H. **CLEANUP AND REMEDIATION.** Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

I. **CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

VI. REVOCATION, SUSPENSION, AND TERMINATION

A. **REVOCATION AND SUSPENSION.** The Forest Service may suspend or revoke this permit in whole or in part for:

1. Noncompliance with federal, state, or local laws and regulations.
2. Noncompliance with the terms of this permit.
3. Reasons in the public interest.
4. Abandonment or other failure of the holder to exercise the privileges granted.

B. **OPPORTUNITY TO TAKE CORRECTIVE ACTION.** Prior to revocation or suspension under clause VI.A, the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 30 days, to complete corrective action prescribed by the authorized officer.

C. **IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 10 days of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review the superior shall take prompt action to affirm, modify, or cancel the suspension.

D. **APPEALS AND REMEDIES.** Any discretionary decisions or determinations by the authorized officer are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, or revisions thereto. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

E. **TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal.

VII. MISCELLANEOUS PROVISIONS

A. **REGULATING SERVICES AND RATES.** The Forest Service reserves the right to regulate the adequacy and type of services provided the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing enterprises.

B. **ADVERTISING.** The holder orally and in advertisements, signs, circulars, brochures, letterheads, and other materials shall not misrepresent in any way the accommodations or services provided or the status of the permit area. The fact that the permit area is located on the National Forest shall be made readily apparent in all the holder's brochures and print advertising regarding use of the permit area.

C. **CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

D. **HOLDER REPRESENTATIVE.** The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing as to who the representative will be.

E. **LIQUOR SALES PROHIBITED.** The sale of liquors or other intoxicating beverages is prohibited in the permit area.

F. **GAMBLING.** Gambling or gambling devices shall not be permitted on National Forest System lands, regardless of whether gambling or gambling devices are lawful under state or local law.

G. **FIREWORKS.** The sale of fireworks is prohibited on land covered by this permit. Possession or use of fireworks on land covered by this permit is also prohibited without prior written approval from the authorized officer.

H. **DISORDERLY CONDUCT.** Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with the holder's permission shall upon proof thereof be cause for revocation of this permit.

I. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

J. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

K. SUPERIOR CLAUSES. In the event of any conflict between any of the preceding printed clauses and any provisions in the appendices attached to this permit, the preceding printed clauses shall control.

This permit is accepted subject to all its terms and conditions.

HOLDER	U.S. DEPARTMENT OF AGRICULTURE Forest Service
By: (Holder Signature)	By: (Authorized Officer Signature)
_____	_____
Title:	Title:
Date:	Date:

[Attach annual operating plan, annual Granger-Thye fee offset agreement, holder maintenance and reconditioning plan, recreation site maps, facility and improvement inventory, "Operation of Federally Owned Drinking Water Systems," and any other appendices.]

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement stems from the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate regulations for managing National Forest System lands. These statutes, along with the Granger-Thye Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974, 5 U.S.C. 552a, and the Freedom of Information Act, 5 U.S.C. 552, govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; 1 hour per response to prepare or update operating and maintenance plans; 1 hour per response for inspection reports; and 1 hour for each request that may include such items as reports, logs, facility

and user information, and other similar information requests. These estimates include the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

`<<Use this signature block for corporations>>

This permit is accepted subject to all its terms and conditions.

Date: _____

CORPORATE NAME: _____ (CORPORATE SEAL)

BY: _____ (Vice) President

ATTEST: _____ (Assistant) Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the corporation:

I, _____, certify that I am the Secretary of the corporation that executed this permit; that, who signed this permit on behalf of <insert name of corporation> was then <title of signatory> of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of <name of corporation> by authority of its board of directors.

(CORPORATE SEAL)

(Assistant) Secretary: _____

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

BY: _____

(Authorized Officer)

Date: _____

[Attach annual operating plan, annual Granger-Thye fee offset agreement, holder maintenance and reconditioning plan, recreation site maps, facility and improvement inventory, "Operation of Federally Owned Drinking Water Systems," and any other appendices.]

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benefit. The authority for that requirement stems from the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate regulations for managing National Forest System lands. These statutes, along with the Granger-Thye Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

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Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; 1 hour per response to prepare or update operating and maintenance plans; 1 hour per response for inspection reports; and 1 hour for each request that may include such items as reports, logs, facility and user information, and other similar information requests. These estimates include the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB # 0596-0082), Washington, D.C. 20503.

Appendix 11—FS-2700-4h, Exhibit B, Granger-Thye Fee Offset Agreement

Authorization ID

Contact ID

Expiration

APPENDIX B

Annual Granger-Thye Fee Offset Agreement

SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions

Authority: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d

Reference FSH 2709.11 chapter 50

This Annual Granger-Thye (GT) Fee Offset Agreement is made by [name] (the Holder) and the U.S. Department of Agriculture, Forest Service, Stanislaus National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on 04/01/2009 (the permit).

The total estimated annual permit fee is [amount]. 100 percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, 100 percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated Cost	Completion Date	Actual Cost
Itemize projects here...				

Signed:

Holder or Holder's Agent	Date
Authorized Officer	Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix 12—Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects

Included below are anticipated government maintenance, reconditioning, renovation or improvement projects. Items on this list could be changed, depending on use and condition of facilities, at the discretion of the Authorizing Officer. Note that costs are estimates, and actual costs may vary.

Many of the future projects consist of bringing the sites into compliance with Best Management Practice (BMP's). BMP's are engineering projects designed to control erosion for the attainment of water quality standards in the Stanislaus National Forest. BMP's as described in Appendix 19. Along with BMP's, other future objectives will be to be incorporate Universal Accessibility Design Standards into our Forest Service recreation sites. This would include the resurfacing (asphalt, concrete, decomposed granite) and/or realigning of some campground sites. The number of available campsites may change due to design and capacity constraints.

Permit Area 1—Summit Ranger District

Campground	Heavy Maintenance Item	Estimated Cost per unit	Replacement Rate Per Year
Boulder Flat	Replace Picnic Tables	\$345	As needed or 10% per year
	Replace (2) Vault Toilets (ADA Accessible)	\$30,000	Within 5 years
Brightman	Replace Picnic Tables	\$345	As needed or 10% per year
	Replace (2) Vault Toilets (ADA Accessible)	\$30,000	Within 5 years
Dardanelle	Replace 10 Firerings	\$129	As needed or 10% per year
Pigeon Flat	Replace (1) Vault Toilet (ADA Accessible)	\$17,000	Within 5 years
Eureka Valley	Replace Picnic Tables	\$345	As needed or 10% per year
	Replace (1) Vault Toilet	\$17,000	Within 5 years
Fraser Flat	Replace Picnic Tables	\$345	As needed or 10% per year

If gross revenue does not total the amount of restroom replacement, the project can be split into several phases or the permit holder may possibly enter into a cost share or other agreement.

Permit Area 2—Groveland Ranger District

Campground	Heavy Maintenance Item	Estimated Cost Per Unit	Replacement Rate Per Year
Dimond O	Install Speed Bumps	\$130	Within 5 years
	Install 3 Bear-proof Dumpsters	\$800	Within 5 years
Lost Claim	Replace (2) Vault Toilets (ADA Accessible	\$30,000	Within 5 years
Sweetwater	Replace (2) Vault Toilets (ADA Accessible	\$30,000	Within 5 years
The Pines	Replace (2) Vault Toilets (ADA Accessible)	\$30,000	Within 5 years
The Pines Group Camp	Replace (2) Vault Toilets (ADA Accessible	\$30,000	Within 5 years

If gross revenue does not total the amount of restroom replacement, the project can be split into several phases or the permit holder may possibly enter into a cost share or other agreement.

Appendix 13—Indirect Cost Reimbursement Letter

File Code: 2720

Date: July 11, 2002

Route to:

Subject: Indirect Cost Reimbursement in Granger-Thye Permits

To: Regional Foresters

Issue. At the request of the National Forest Recreation Association (NFRA) we have evaluated how the Forest Service reimburses the indirect costs of permit holders who perform Granger-Thye (GT) fee offset work. Holders are concerned that forests are inconsistent on whether and how indirect costs are allowed and what documentation is necessary to support a claim for indirect costs.

Background. Under Section 7 of the GT Act, and when authorized by a permit and GT fee offset agreement (GT agreement), the Forest Service offsets all or part of the permit fee paid by campground concessionaires with the cost of Government renovation, reconditioning, improvement, and maintenance performed at the concessionaire's expense on facilities covered by the permit. When the holder performs the work, it is authorized by an attachment to the permit called a GT fee offset agreement.

Alternatively, the Forest Service may enter into a collection agreement as authorized by Section 5 of the GT Act to perform work eligible for fee offset under Section 7.

Historical Practice. Typically the field has offset the holder's direct costs for approved offset work, but reimbursement for the holder's indirect costs has varied. Approaches have included limiting indirect costs to a maximum of 5 percent or 10 percent of the fee to be offset, limiting the type of indirect costs to be reimbursed, or reimbursement of a flat overhead rate without documentation. Review of this issue has shown that these methods are not appropriate, because holders should be reimbursed actual costs. There is a misconception among employees and holders that the Forest Service can reimburse a flat indirect cost rate without documentation. There is often disagreement between forests and holders about what costs may be reimbursed.

Comparison. The Office of Management and Budget (OMB) has issued circulars to guide cost reimbursement for several types of business entities, including Circular A-87 for State and Local Governments and Circular A-122 for Non-Profit Organizations. The Federal Acquisition Regulation (FAR) Part 31 guides cost reimbursement for Commercial (For-Profit) Entities. We evaluated how cost reimbursement is conducted in other agency programs. Regulations at 7 CFR 3019.27 were updated in August 2000 to address the determination of allowable costs for grants and agreements in conformance with applicable OMB circulars. FSH 1509.11, Chapter 70, provides that administration of costs in grants and agreements for commercial entities is subject to FAR Part 31, Contract Cost Principles and Procedures. Adopting these cost standards for GT offset will create consistency among the program areas of special uses, contracting, and grants and agreements and conform to OMB guidance.

Conclusion. Offset of indirect costs is appropriate. Indirect costs are a customary charge in contracting and grants and agreements and should be eligible for offset under GT agreements.

The following guidance applies to reimbursement of actual costs to commercial entities holding GT permits. The guidance (enclosed) is excerpted from FAR Part 31 and 48 CFR Part 9904 but has been tailored to address GT agreements. A simplified process for small concessions is included at the end of the document. Cost principles for non-profit entities and state or local governmental entities are not addressed. The guidance does not address the reimbursement of agency indirect costs. When the Forest Service performs the work, agency indirect costs will be assessed in accordance with FSH 1509.11, Chapter 33 and indirect cost rates established nationally (e.g., the FY2002 rate is 18 percent).

Implementation. Before the holder's indirect costs may be offset under a GT agreement, the holder must submit its indirect cost rate and supporting documentation for approval. Determination of an indirect cost rate should comply with the Cost Accounting Standards (CAS) and this guidance. When claiming cost reimbursement, the holder must certify that costs claimed comply with this guidance. Indirect costs based on approved Indirect Cost Allocation Rates (ICAR) should be reimbursed starting with 2002 permit fees. This advice for reimbursement of indirect costs is not retroactive to prior year permit fees.

For New Permits: Applicants must disclose accounting procedures and historic indirect cost allocation rates in response to a prospectus.

For Existing Permits: Holders must submit their ICAR to the authorized officer. Because the ICAR will be the same for all permits held by a specific company, it is recommended that the regional external auditor review and approve the rate. Regional auditors should coordinate the review for companies operating in more than one region.

/S/ DAVID G. HOLLAND
DAVID G. HOLLAND
Director, Recreation, Heritage, and
Wilderness Resources

/ TAMARA L. HANAN
AMARA L. HANAN
Director, Financial Policy and
Analysis

Cc: Carolyn Holbrook

Appendix 14—FS-2700-4h, Exhibit G, Granger-Thye Fee Offset Certification

Authorization ID
Contact ID
Expiration

OMB 0596-0082
FS-2700-4h,Appendix G (03/06)

SPECIAL USE PERMIT
AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
Reference FSH 2709.11, chapter 50

Stanislaus National Forest
Ranger District

Permit Number:

Project Name: _____ **Holders Fiscal Year** _____

Total allowable costs may be offset under a Granger-Thye (GT) fee offset agreement to the extent they do not exceed the total annual fee for this permit. Total allowable costs of a GT project included in this GT claim are the sum of the direct GT project costs and indirect costs allocable to this GT project. Costs submitted under this GT claim will be accepted to the extent they are reasonable, allocable, and determined to be allowable, in accordance with the terms of the permit, GT agreement, and agency policy.

Direct GT Costs: Provide claimed GT costs by cost element and attach schedules to show the cost breakdown by cost element. Provide supporting documentation for the cost claim.

Indirect costs: Indirect costs must be computed based on Forest Service-approved indirect cost rate and may be added to the total direct GT costs. Attach the approved indirect cost rate for FY[].

Approval of the fee offset claim is subject to all provisions in the Annual Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B) executed by the U.S. Department of Agriculture, Forest Service, [name] National Forest, and [holder name] on [date of GT fee offset agreement].

DIRECT GT COSTS:	
Salaries and Wages	\$
Materials and Supplies	\$
Subcontracts:	\$
Other (specify):	\$
Sum of Direct GT Costs:	\$
INDIRECT GT COSTS [x]% of Direct Costs	\$
TOTAL GT COST CLAIM FOR PROJECT:	\$

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of its knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves

the right not to grant the fee offset claim if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

Signed:

Name of Certifying Officer

Date

Title of Certifying Officer

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**Appendix 15—Sample Collection Agreement for Granger-Thye
Fee Offset Work**

Agreement Number _____
Cooperator Tax ID # _____

**Collection Agreement
between
USDA Forest Service
Region 5, Stanislaus National Forest
And the
(Permit Holders Name)**

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Region 5, Stanislaus National Forest, hereinafter referred to as the Forest Service (FS), and the **Permit Holders NAME**, hereinafter referred to as the **Permit Holders NAME** under the provisions of the Section 5 of the Granger-Thye Act, 16 U.S.C. 572.

A. PURPOSE:

B. FOREST SERVICE SHALL:

1. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
2. Upon receipt of payment from the holder, perform the Government Maintenance, Reconditioning, Revocation and Improvements (MRRI) projects listed in this agreement (Reference attached Granger-Thye Fee Offset Agreement).
3. Contributions authorized for use by the FS, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator authorized for use for new projects by the cooperative.

C. PERMIT HOLDERS NAME SHALL:

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government MRRI work listed in this agreement, including overhead as determined by the FS up to XX percent of project costs.
2. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the Forest Service's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with Government, has here by been given.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. **TAXPAYER IDENTIFICATION NUMBER.** The cooperator shall furnish their tax identification number upon execution of this instrument.

2. **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

3. **MODIFICATION.** Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

The Forest Service is not obligated to fund any changes not properly approved in advance.

4. **REFUNDS.** Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator and approved by the Forest Service.

5. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

6. **LEGAL AUTHORITY.** The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

7. **PARTICIPATION IN SIMILAR ACTIVITIES.** This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

8. **COMMENCEMENT/EXPIRATION DATE.** The instrument is executed as of the date of the last signature and is effective through (Expiration date must be 5 years or less) at which time it will expire unless extended.

9. **TERMINATION.** Check 1509.11, Chapter 72, there is more to this provision. Also, when refunds are required by statute, add the following sentence: Excess fund shall be refunded within 60 days after the effective period.)

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Forest Service Project Contact	Cooperator Project Contact
Name:	Name:
Address:	Address:
Address 2:	Address 2:
State & Zip Code:	State & Zip Code:
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

Forest Service Administrative Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
Address 2:	Address 2:
State & Zip Code:	State & Zip Code:
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

Choice ONE clause between number 11 and 12:

11. ADVANCE BILLING (1). (Mandatory) (Describe how the billings will be made, but always in a manner where deposits will be made by the cooperator prior to work being performed in any phase of the project. This is mandatory unless exempted under FSH 1509.11, section 33.22(c).)

Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of %.

Billings shall be sent to:

Name:

Address:

State, Zip Code:

Area Code and Phone Number:

12. REIMBURSABLE BILLING (2). (Mandatory) (Mandatory when a collection agreement is issued under the Cooperative Funds Act.)

Bill the cooperator Enter **appropriate one: quarterly, semi-quarterly, or lump-sum**, for funds sufficient to cover the costs for the specific payment period. All reimbursement billing shall be completed within the same fiscal year as Forest Service expenditures. Insert one of the following statements on overhead charges: Overhead at the rate of **NUMBER** % will be assessed, or Overhead will not be assessed.

Billings shall be sent to:

Name:

Address:

State, Zip Code:

Area Code and Phone Number:

Keep with either clause:

If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

If a payment bond is required, add the following sentence:

This includes conditions specified in associated payment bonds guaranteeing such payments.

13. PAYMENT BOND REQUIREMENT. (Mandatory) (Mandatory when the collection agreement is over \$25,000 or more in the form of reimbursable payments under the Cooperative Funds Act and the cooperator is other than a State or local government.)

Cooperator shall furnish and maintain a payment bond acceptable to the Forest Service in the amount of \$**AMOUNT** before any work commences under this agreement.

14. ENDORSEMENT. Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

15. FOREST SERVICE LIABILITY. The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

_____ Name of Signatory	_____ Date
_____ Name of Organization	_____ Date
USDA, Forest Service	
Name	
Title	
Forest	

Forest Service Use:

Job Code:_____

(Attach a financial plan as the final document incorporated into the agreement. The financial plan may be developed in different formats but, at a minimum, shall include a detailed break-down of total direct and indirect costs.)

Appendix 16—Sample Business Plan

**The
R5 Business Plan
For
Campground Concessions
Pacific Southwest Region
Of the
USDA Forest Service**



**A Proposal in Response to
the Campground Prospectus for:**

**on the
Stanislaus National Forest**

Name of Company:

Address:

Company Contact:

Phone:

Contents

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Part I: The Business

1. Purpose and Goals:

- A. What is your purpose in pursuing this business?
- B. Define your business goals for the next year and what you foresee five years from now:

2. Description of the Business:

This section should describe the nature and purpose of the company, background on your industry, and what opportunities you see for your services.

- A. Brief description of the business:
- B. Briefly describe your knowledge of this industry:
- C. List the products and services you will provide:

3. Legal Structure:

There are several ways in which your business can be legally organized.

- A. How is your company legally organized? (Check appropriate box).

- Sole Proprietorship
- General Partnership
- Corporation "C" Corp or "S" Corp
- Limited Partnership
- Limited Liability Company (LLC)
- Other

- B. Why is this legal organization most appropriate for your business?

- C. Does your operation require a state registration number? *YES* __ *NO* __.

(If "Yes", include a copy of the registration in the Supporting Documents.)

Include any appropriate information, including shareholder or partnership agreements, in the Supporting Documents, and complete the following list of owners:

Name	Address	SSN	% Ownership

4. Location of Your Business:

Describe the planned geographical location of the business and discuss the advantages and disadvantages of the site location in terms of wage rates, labor availability, closeness to customers or suppliers, access to transportation, state and local taxes, laws, and utilities. Describe your approach to overcoming any problems associated with the location.

- A. Planned geographical location:

- B. Discuss advantages or disadvantages of the site location:
- C. Describe your approach to overcoming any problems:

5. Market and Customers:

The purpose of this section is to present sufficient facts to convince the evaluation team that your service has a substantial market and can achieve success in the face of competition. Discuss who the customers are for your service. Where are the major purchasers for the service?

- A. Describe your anticipated target market (e.g., age, income, hobbies, regional, national, international):
- B. Describe the size of the current total market and potential annual growth:
- C. Discuss your advertising campaign in terms of how, when, and where you will advertise, and estimated annual cost:

6. Competitive Analysis:

Make a realistic assessment of the strengths and weaknesses of your competitors. Compare the competing services on the basis of image, location, price, advertising, and other pertinent features. Discuss your key competitors and explain why you think that you can capture a share of their business. Discuss what makes you think it will be easy or difficult to compete with them.

- A. Identify your key competitors:
- B. Discuss their strengths and weaknesses.
- C. Compare your product or service on key areas. For each area of comparison rank yourself and your selected competitors on a scale of 1 (high) to 5 (low). Remember: no ties.

Area of Comparison	Competitors				
	You	A	B	C	D
Image					
Location					
Price					
Advertising					
Service					
Uniqueness					
Other					

- D. Why do you think you can compete with your competitors and capture a share of the market?

7. Management:

The evaluation team is looking for a committed management team with the proper balance of technical, managerial, and business skills and experience which supports your proposal. Be sure to include complete resumes for each key management member in the Supporting Documents section.

Use additional pages and attach as necessary)

A. List owners and key management personnel and their primary duties. If any key individuals will not be onboard at the start of the venture, indicate when they will join the staff.

B. Discuss any experience when the above people have worked together that indicates how their skills complement each other and result in an effective management team.

C. List the advisors and consultants that you have selected for your venture. Capable, reputable, and well-known supporting organizations can not only provide significant direct and professional assistance, but also can add to the credibility of your venture.

Accountant _____

Attorney _____

Banker _____

Insurance Broker _____

Advertising _____

Others _____

8. Personnel:

Explain how you plan to recruit, develop, and maintain your workers. List the number of employees you will have, as well as their job titles and required skills. (Use additional pages as necessary)

A. Identify essential employees, their job titles, and required skills:

B. Identify the source and your plan to recruit essential employees:

C. Discuss any training or retraining that you plan for your employees. Also, discuss any necessary first-aid certification or recertification, etc:

Part II: Financial Data

1. Capital-Equipment List:

Capital equipment is defined as assets which have useful lives of more than one year. Examples include machines, equipment, vehicles, livestock, tack, gear, and computers. Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost. This includes equipment purchased from existing businesses.

Equipment	Quantity	N/U	Life	Cost

3. Sources and Uses of Financing:

A. Sources of Financing:

Investment of cash by owners	\$ _____
Investment of cash by shareholders	_____
Investment of non-cash assets by owners	_____
Investment of non-cash assets by shareholders	_____
Bank loans to business: short term (one year or less)	_____
Bank loans to business: long term (more than one year)	_____
Bank loans secured by personal assets	_____
Small Business Administration loans	_____
Other sources of financing (specify)	_____

Total Sources of Financing	\$ _____

B. Uses of Financing:

Buildings	\$ _____
Equipment	_____
Initial inventory	_____
Working capital to pay operation expenses	_____
Noncash assets contributed by owners (use same amount as in Sources, above)	_____
Other assets (specify)	_____

Total Uses of Financing	\$ _____

C. Monthly Cash Flow Projection:

The cash flow projection is the most important financial planning tool available to you. The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. A cash flow deals only with actual cash transactions. Depreciation, a noncash expense, does not appear on a

cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

NOTE: The Cash Flow Projection chart on the following page is required to be completed and submitted in the existing format.

Cash Flow Projection (or Cash Flow Budget) by Month: Year One

1		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	TOTAL
2	Cash Receipts													
3	Sales Receivables													
4	Wholesale													
5	Retail													
6	Other Services													
7	Total Cash Receipts													
8	Cash Disbursements													
9	Cost of Goods													
10	Variable Labor													
11	Advertising													
12	Insurance													
13	Legal and Accounting													
14	Delivery Expenses													
15	Fixed Cash Disbursements*													
16	Mortgages (Rent)													
17	Term Loan													
18	Line of Credit													
19	Other													
20	Total Cash Disbursements													
21														
22	Net Cash Flow													
23														
24	Cumulative Cash Flow													
25														
26	*Fixed Cash Disbursements													
27	Utilities													
28	Salaries													
29	Payroll Taxes and Benefits													
30	Office Supplies													
31	Maintenance and cleaning													
32	Licenses													
33	Boxes, Paper, etc.													
34	Telephone													
35	Miscellaneous													
36	Total FCD/Year													
37	FCD/Month													
38														
39	Cash on Hand													
40	Opening Balance													
41	+ Cash Receipts													
42	-Cash Disbursements													
43	Total = New Balance													

D. Start-Up Balance Sheet:

Balance sheets are designed to show how the assets, liabilities, and net worth of a company are distributed at a given point in time.

NOTE: The following Start-up Balance Sheet is required to be completed and submitted in the existing format.

Start-Up Balance Sheet

Assets:

Current Assets		\$ _____
Fixed Assets	\$ _____	
Less Accumulated Depreciation	\$ _____	
Net Fixed Assets		\$ _____
Other Assets		\$ _____
Total Assets		\$ _____

Footnotes:

Liabilities

Current Liabilities		\$ _____
Long-Term Liabilities		\$ _____
Total Liabilities		\$ _____

Net Worth or Owner's Equity (Total assets minus total liabilities)		\$ _____
Total Liabilities and Net Worth		\$ _____

Footnotes:

E. Start-Up Income Statement Projection:

Income Statements (also called Profit and Loss Statements) complement balance sheets. The income statement provides a moving picture of the company during a particular period of time. For most businesses (and for most bankers), income projections covering one to three years are more than adequate.

If you are in a start-up situation, look for financial-statement information and income ratios for businesses similar to yours. The Robert Morris Associates' *Annual Statement Studies* and trade association publications are two possible sources.

NOTE: The following Income Projection Statement is required to be completed and submitted in the existing format.

Income Projection by Month: Year One

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	TOTAL
1														
2														
3	Sales													
4	Wholesale													
5	Retail													
6	Total Sales:													
7														
8	Cost of Materials													
9	Variable Labor													
10	Cost of Goods Sold													
11														
12	Gross Margin													
13														
14	Operating Expenses													
15	Utilities													
16	Salaries													
17	Payroll Taxes and Benefits													
18	Advertising													
19	Office Supplies													
20	Insurance													
21	Maintenance and Cleaning													
22	Legal and Accounting													
23	Delivery Expenses													
24	Licenses													
25	Boxes, Paper, etc.													
26	Telephone													
27	Depreciation													
28	Miscellaneous													
29	Rent													
30	Total Operating Expenses:													
31														
32	Other Expenses													
33	Interest (Mortgage)													
34	Interest (Term Loan)													
35	Interest (Line of Credit)													
36	Total Other Expenses:													
37	Total Expenses:													
38														
39	Net Profit (Loss) Pre-Tax													

Part III: Historical Financial Reports for Existing Business

Each applicant is required to submit all four items listed below.

- ___ 1. Balance sheet (past three years)
- ___ 2. Income statement (past three years)
- ___ 3. Tax returns (past three years)
- ___ 4. Current credit report from major credit bureau

Part IV: Supporting Documents

Each applicant is required to submit all five items listed below.

- ___ 1. Personal resumes of business owners, officers, and partners
- ___ 2. Personal financial statements of business owners, officers, and partners
- ___ 3. Bank or investor letters of intent to finance project
- ___ 4. Copies of business leases pertinent to this business
- ___ 5. Copies of all pertinent existing permits or licenses applicable to this business

(Submit only the face pages of all current concession permits)

Part V: Appendices

Legal Organization:

The more popular legal organizations and their reasons are outlined below

1. Sole Proprietorship

A sole proprietorship is a business owned by one person. This form of business is regulated by the state only in that some states requires you to register your trade name to do business as a sole proprietor. You do not have to register with the state if you are operating your business under your own full legal name. (Note: You must be licensed where required, and pay all appropriate taxes.)

Advantages:

- Simple to start.
- Easy to dissolve.
- Owner makes all management decisions.
- Pay only personal income tax; business entity not taxed separately.

Disadvantages:

- Unlimited liability (owner legally liable for all debts, claims and judgments).
- Difficulty in raising additional funds.
- No one to share the management burden.

- Impermanence (company can't be sold or passed on; however, you may sell or pass on assets of the company).

2. General Partnership:

A partnership is an association of two or more persons to carry on as co-owners of a business for profit. Some states require that you register your name if it is a trade name (not your full legal name). You must file state and Federal "information returns," but business income and losses flow through to the partners' personal taxes. The business pays no separate income taxes. Partners may share the profits of the business (and the losses) on an equal basis, or may pro rate the proceeds as set forth in a Partnership Agreement. Whichever way you determine to share in the business, you need to have a written Partnership Agreement outlining the ownership, responsibilities, and eventualities of dissolution or liquidation for the business.

Advantages:

- Simple to start.
- Fairly easy to dissolve.
- Additional sources of capital from partners.
- Broader management base.
- More opportunity for each partner to specialize.
- Tax advantages: no separate income tax.
- Limited outside regulation, compared to a corporation.

Disadvantages:

- Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).
- Difficulty in raising outside capital.
- Divided authority.
- Continuity problems (business dies when any partner leaves or dies, unless succession has previously been spelled out in a Partnership Agreement. Partnership terminates in the event of a personal bankruptcy on the part of any partner).
- Difficult to find suitable (compatible) partners.
- One partner may be responsible for the actions of another partner, regardless of whether that partner had prior approval.

3. Corporation:

There are two types of corporations generally recognized today: a regular "C" corporation, organized under the laws of the state in which you do business; and an "S" Corporation, so designated by the IRS and not necessarily recognized by your state.

A corporation is a business entity separate and distinct from its owner(s) or shareholder(s). You must file incorporation papers with the state of your choice. The corporation must file

annual reports with the Secretary of State, and may have to file separate quarterly income tax returns. The corporation exists forever, can be bought and sold, and is regulated by the state.

"C" Corporation Advantages:

- Limited liability (as long as you *act* like a corporation which means having a separate checking account and phone number, paying interest on any borrowed money, keeping up a corporate record book, filing annual reports, meeting with your Board of Directors at least annually, etc.).
- Easier to bring in additional capital.
- Ownership is transferable.
- Company has continuous, perpetual existence.
- Possible tax advantages (seek adequate advice from a tax professional).
- Gives you more sense of permanence, thus more "weight," in the business world.

"C" Corporation Disadvantages:

- More expensive to organize.
- Highly regulated.
- Extensive record-keeping requirements.
- Double taxation (corporation pays its own income taxes; if you pay yourself a salary or a dividend, you also pay personal income taxes).
- Shareholders/Board of Directors may counter your management decisions.

"S" Corporation Advantages

- Filing a Subchapter Selection with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.
- You still maintain the limited liability of a corporation.
- If you have additional personal income against which to deduct company losses, or if your personal tax rate is lower than the corporate tax rate, this form may be advantageous for you. Again, please seek professional tax advice to make this determination.

"S" Corporation Disadvantages

- There are some restrictions on "S" corporations, mainly in how you can sell your shares. You can have a maximum of 35 shareholders, all of whom must be U.S. citizens, and be individuals (not corporations).
- You must request permission from the IRS to be an "S" corporation, and generally, must maintain the calendar year as your fiscal year.

4. Limited Partnership

In a Limited Partnership, there are two kinds of partners: general partners, who carry full liability; and limited partners, who carry limited liability. Limited partners must make

known, through filing with the Secretary of state that they indeed are limited partners, and they may not participate in the day-to-day management of the business. Again, as in the "S" Corporation, profits from Limited Partnerships are taxed through each partner's personal tax return. Limited partnerships are popular in industries where a great deal of "up-front" money is needed for projects that are expected to produce a high return, such as in real estate, energy, movie production, and sports teams.

5. Limited Liability Company (LLC)

While wearing the corporate form, essentially, an "LLC" is similar to a Limited Partnership, except the general partner also carries limited liability. Profits are taxed through individual owners' personal tax returns. The advantage of this form over an "S" Corporation is that other corporations may be owners, and the "LLC" may also hold 100% ownership in subsidiary companies.

Be aware that the "LLC" is a relatively new business form. Legal precedents have not yet been set to outline clearly all the legal and tax ramifications of this form of organization. If interested in becoming an "LLC", you are strongly urged to seek competent, professional legal and tax advice.

Appendix 17—FS-6500-24 Financial Statement Form

PART A. BALANCE SHEET			
	CURRENT YEAR (MM/DD/YYYY)	PAST YEAR (MM/DD/YYYY)	THIRD YEAR (MM/DD/YYYY)
YEAR ENDED			
ASSETS			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			

OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
TOTAL ASSETS			

LIABILITIES AND OWNER EQUITY	CURRENT YEAR	PAST YEAR	THIRD YEAR
CURRENT LIABILITIES:			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY):			
TOTAL CURRENT LIABILITIES			
OTHER LIABILITIES:			
DEFERRED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
TOTAL LIABILITIES			
OWNER EQUITY:			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
TOTAL LIABILITIES AND OWNER EQUITY			

PART B. SUPPLEMENTAL DATA			
THIS STATEMENT IS ON THE-CASH BASIS _____ ACCRUAL BASIS _____			
INVENTORIES ARE-LIFO _____ FIFO _____ COST OR MARKET WHICHEVER IS LOWER _____			
NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY): 			
PART C. INCOME STATEMENT	CURRENT YEAR	PAST YEAR	THIRD YEAR
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	< >	< >	< >
NET SALES			
LESS-COST OF GOODS SOLD	< >	< >	< >
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	< >	< >	< >
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALERIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >

				>
NET AMOUNT OF OTHER INCOME AND EXPENSE	<	>	<	<
			>	>
NET PROFIT (LOSS) FOR YEAR				
NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.				

Appendix 18—FS-6500-25, Request for Verification

REQUEST FOR VERIFICATION

(Reference FSH 6509.18)

Instructions: Applicant - Complete items 1 thru 5. Forward directly to bank or lending institution.
 Lender - Please complete Items 6 thru 15. Return directly to National Forest, ATTN:
 National Forest, ATTN:

PART I - REQUEST

1. TO: Name and Address of Bank or other Lending institutions	2. FROM: (Name and Address of Applicant)
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3. STATEMENT OF APPLICANT

TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		

I have applied for a timber sale contract or concessionaire permit (please cross one out) with the National Forest and state that my balance with the bank or lending institution named in Item 1 are as shown in Item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

4. Signature of Applicant	5. Date / /
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PART II - VERIFICATION

6. Does applicant have any outstanding loans? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, fill Item 7.			10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, fill in Item 11.		
TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:		
Secured			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks.		
Unsecured					
8. Is applicant's statement in Item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, fill Item 9.			13. REMARKS:		
9. CURRENT BALANCES					
CHECKING	SAVINGS				

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THOROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of bank or lending official.	15. Date / /
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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Appendix 19—National Quality Standards for Recreation Site Management and Best Management Practices (formerly known as Meaningful Measures Standards)

National Quality Standards for developed sites have been established for the Key Measures: Health and Cleanliness, Safety and Security, Condition of Facilities, Responsiveness, Resource Setting. Critical National Standards are identified with an asterisk (*). If not met, the resulting conditions pose a high probability of immediate or permanent loss to people or property.

Key Measure: Health and Cleanliness

1. *Visitors are not exposed to human waste.
2. *Water, wastewater, and sewage treatment systems meet federal, state and local water quality regulations.
3. Garbage does not exceed the capacity of garbage containers.
4. Individual units and common areas are free of litter including domestic animal waste.
5. Facilities are free of graffiti.
6. Restrooms and garbage locations are free of objectionable odor.
7. Constructed features are clean.

Key Measure: Resource Setting

1. *Effects from recreation use do not conflict with environmental laws (such as ESA, NHPA, Clean Water, TES, etc).
2. Recreation opportunities, site development, and site management are consistent with Recreation management system (ROS, SMS, BBM) objectives, development scale, and the Forest land management plan.
3. Landscape character at the developed recreation site is consistent with the Forest scenic integrity objectives.
4. Visitors and vehicles do not exceed site capacity.

Key Measure: Safety & Security

1. *High-risk conditions do not exist in developed recreation sites.
2. *Utility inspections meet federal, state, and local requirements.
3. Laws, regulations and special orders are enforced.
4. Visitors are provided a sense of security.

Key Measure: Responsiveness

1. *When signed as accessible, constructed features meet current accessibility guidelines.
2. Visitors feel welcome.
3. Information boards are posted in a user-friendly and professional manner.

4. Visitors are provided opportunities to communicate satisfactions (needs, expectations).
5. Visitor information facilities are staffed appropriately during seasons of use and current information is available.
6. Recreation site information is accurate and available from a variety of sources and outlets.

Key Measure: Condition of Facilities

1. Constructed features are serviceable and in good repair throughout the designed service life.
2. Constructed features in disrepair due to lack of scheduled maintenance, or in non-compliance with safety codes (e.g. life safety, OSHA, environmental, etc.) or other regulatory requirements (ABA/ADA, etc.), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned.
3. New, altered, or expanded constructed features meet FS design standards and are consistent with an approved site development plan, including an accessibility transition plan.

Public Service Maintenance Standards

The following standards should be met in sites offering services to the public. These standards are necessary to ensure a pleasant recreation experience for the visitor.

Toilets, showers, and dressing areas

- Toilet bowls, risers, seats, seat covers, and urinals free of deposits on surfaces
- Building interiors free of dirt, trash, graffiti, insects (dead and alive), and spider webs
- Floors free of standing water
- Chrome ware clean and bright
- Toilet paper, towels, and seat covers (where provided), stocked to last until next day and/or cleaning
- Unpleasant odors (both sewage and chemical) minimized

Toilets and other buildings (exterior)

- Walkways and trails clean and clear of obstructions for public safety and accommodating people with disabilities
- Floor mats clean
- Exterior walls free of graffiti
- Roof generally free of leaves and branches
- Eaves free of wasp nests, bird nests, and spider webs

Toilet vaults

- Vaults not more than three-fourths full

- During pumping, the vaults should be cleaned as thoroughly as possible to help prevent the production of odors.

Tables and benches

- Tops and seats free of dirt, grease, and large carvings
- Under portion free of spider webs, etc.
- Tops, seats, and legs secure and functional

Fireplaces, char-grills, fire rings, and stoves

- No more than half-full of ashes
- All ashes and partially burned wood confined to fireplace or grill
- Grill surface free of grease and food particles at time of ash removal
- Pedestals and bases straight and secure, and components functional
- Leftover firewood stacked beside unit.

Garbage cans and depositories

- Plastic liner half-full or less
- Cans clean on the outside; all litter and debris picked up around cans or container

Hand-pumps, fountains, and hydrants

- All units free of grease or residue
- All units secure and drip-free
- Catch basins (drains) free of food particles, soaps, grease, debris, standing water, and functioning properly

Best Management Practices

Best Management Practices (BMP's) to protect soil and water quality that are applicable to all campgrounds. Implementing and monitoring the effectiveness of BMP's is important to meet requirements and agreements the Forest Service is responsible for as directed by the State of California Water Quality Control Board (Basin Plans) and the Federal Clean Water Act, Section 208 and 319 and the Environmental Protection Agency. Applicable Best Management Practices for Developed Sites (to be implemented into permit conditions/operating plan)

Surface Erosion Control at Facility Sites (PRACTICE: 2-28)

Objective: Reduce the amount of surface erosion taking place on developed sites and the amount of soil entering streams.

Explanation: On lands developed for administrative sites, ski areas, campgrounds, parking areas, or waste disposal sites, substantial acreage may be cleared of vegetation. Erosion control methods must be implemented to keep the soil in place, and to minimize suspended sediment delivery to streams. Some examples of erosion control methods that could be

applied at a site for keeping the soil in place would be applying grass seed, erosion blankets, tackifiers, hydromulch, paving, or rocking of the roads, water bars, cross drains, or retaining walls. To control the amount of soil entering streams, the natural drainage pattern of the area should not be changed; sediment basins and sediment filters will be established to filter surface runoff; and diversion ditches, and berms will be built to divert surface runoff around bare areas. Construction activities will be scheduled to avoid periods of the year when heavy runoff is likely to occur.

Implementation: This management practice is used as a preventative and remedial measure for any site development project that will remove the existing vegetation and ground cover and leave exposed soil. This practice is applied during the planning phase for NFS projects, or by special use permit requirements for private development on public land. Mitigation measures will be developed by the IDT and incorporated in the project by the design engineer. Project crew leaders and supervisors will be responsible for implementing force account projects to construction specifications and project criteria. Contracted projects are implemented by the contractor or operator. Compliance with plans, specifications, and operating plans is ensured by the COR, ER, and FSR.

Control of Sanitation Facilities (PRACTICE: 4-4)

Objective: The objective is to protect surface and subsurface water from bacteria, nutrients, and chemical pollutants resulting from the collection, transmission, treatment and disposal of sewage at Forest Service sites.

Explanation: Toilet facilities are provided at developed recreation sites. The type and number depends on the capacity of a given site. Sanitation facilities (which may vary from a portable toilet to a sophisticated treatment plant) will be planned, located, designed, constructed, operated, inspected and maintained to minimize the possibility of water contamination. Toilet facilities may also be made available at dispersed sites with the same goal of preventing water contamination.

Implementation: The appropriate disciplines will perform field investigations to evaluate soil, geological, vegetative, climatic, and hydrological conditions. The location, design, inspection, operation and maintenance must be performed, or controlled by qualified personnel who are trained and familiar with the sanitation system and operational guidelines. Proximity of toilets to open water and other sensitive areas will follow guidelines.

State and local authorities will be consulted prior to the installation of new sanitation facilities, or modification of existing facilities to ensure compliance with all applicable State and local regulations. All phases of sanitation management (planning, design, inspection, operation, and maintenance) will be coordinated with State and local Health Departments and RWQCB representatives.

Control of Solid Waste Disposal (PRACTICE: 4-5)

Objective: The objective is to protect water from nutrients, bacteria, and chemicals associated with solid waste disposal.

Explanation: Encourage the users of NFS recreation facilities to cooperate in the proper disposal of solid waste, and to burn their combustible trash in fireplaces, or stoves. Receptacles are provided for unburnables at most developed sites.

Garbage and trash must be “packed out” by those who use dispersed sites and wilderness areas where receptacles are not available.

Implementation: The final disposal of collected garbage will be at properly designed and operated county or state sanitary landfill. Each landfill site will be located where groundwater and surface waters are at a safe depth and distance from the site, as prescribed in the provisions of the California Administrative Code, Title 23, chapter 3, Subchapter 15, and the State, or local regulations.

Sanitation at Hydrants and Water Faucets Within Developed Recreation Sites

(PRACTICE: 4-8)

Objective: To maintain high water quality standards around hydrants and faucets, which provide water for consumptive use in developed recreation site.

Explanation: The regulations prohibit the cleaning, or washing of any personal property, fish, animal, or food at a hydrant or at a water faucet not provided for that purpose. The public must be informed of their responsibilities concerning sanitary regulations. Acceptable designated cleaning areas are located away from consumptive water sources and where effluent from the washing operation can be disposed of properly.

Implementation: The Forest Officer authorized to administer developed recreation site regulations will inform the public of their sanitary responsibilities by posting signs, on recreation site bulletin boards and at hydrants or faucets, by notices in newspapers and by person contact. Authorized Forest Officers may issue citations to violators.

Protection of Water Quality Within Developed and Dispersed Recreation Areas

(PRACTICE: 4-9)

Objective: To protect water quality by regulating the discharge and disposal of potential pollutants.

Explanation: This practice prohibits placing in, or near a stream, lake, or other water body, substances which may degrade water quality. This includes, but is not limited to, human and animal waste, petroleum products, other hazardous substances and sediment eroded from the site. Areas will be closed in order to restrict use or until the problem is mitigated.

Implementation: Encourage the public through the use of signs, pamphlets, and public contact to conduct their activities in a manner that will not degrade water quality. Forest officers may accept and act on violations observed and reported by private citizens. Forest Officers may issue citations to violators.