

PROSPECTUS

AN OPPORTUNITY FOR
OUTFITTING AND GUIDING SERVICES/ACTIVITIES
ON THE
RUBY MOUNTAINS RANGER DISTRICT
AND
AUSTIN AND TONOPAH RANGER DISTRICTS

OFFERED BY:

USDA FOREST SERVICE

HUMBOLDT-TOIYABE NATIONAL FOREST

For Further Information
Contact:

Tina Gast
1200 E. Winnemucca Blvd
Winnemucca, NV 89445
(775) 623-5025 ext. 111

April 25, 2008

TABLE OF CONTENTS

I. Introduction	Page 3
II. General Description of Area	Page 4
III. The Offering or Business Opportunity	Page 6
IV. The Special Use Permit	Page 8
V. Response to Prospectus	Page 10
VI. Submitting the Response	Page 12
VII. Award	Page 13
VIII. Post Selection Requirements	Page 15

APPENDICES

- APPENDIX A - Sample Special Use Permit (Form FS 2700-4i)
- APPENDIX B – Forest Orders
- APPENDIX C – Performance Evaluation
- APPENDIX D – Location Maps
- APPENDIX E - Operating Plan
- APPENDIX F – Business Plan Outline

I. INTRODUCTION

The USDA Forest Service, Humboldt-Toiyabe National Forest, Ruby Mountains Ranger District and Austin and Tonopah Ranger District, is soliciting proposals from interested parties to provide specific outfitter and guide services and/or activities. The Districts intend to authorize new special use permit(s) and/or additional service days for existing permit holders.

The objective of this offering is to furnish commercial public services in the form of safe, high quality outfitted and guided recreational and educational activities at reasonable rates. Outfitter-guide services also provide for profitable ventures and may contribute to local economic development.

This offering will allow individuals/businesses to conduct outfitter and guide services and/or activities on National Forest lands within the area(s) described within this prospectus. As an agent of the Forest Service, the permit holder provides quality services and/or activities to the public, protects health and safety of the clients, and assures continued protection of forest resources.

The Austin and Tonopah Ranger Districts completed a comprehensive capacity analysis and Outfitter-Guide Needs Assessment in 2003 to determine the amount, type, and location of needed outfitter-guide services. This analysis evaluated the effects of commercial and general public recreation use on social concerns as well as natural resource conditions. The analysis also assessed the value that a commercial service can bring in terms of skills, knowledge, safety, education and meeting the mission of the Forest Service in serving the public. Demand for services by the public was also a determining factor.

For the Ruby Mountains Ranger District, this prospectus is offering to re-allocate previously permitted service days within the described area (See Appendix D). There is competitive interest for the vacant existing service days on the Ruby Mountains Ranger District. This demonstration of competitive interest requires the issuance of a prospectus and evaluation of proposals to determine how the available service days will be allocated among competing applicants.

This prospectus is intended to solicit proposals from interested parties desiring to provide commercial outfitter-guide services and/or activities on a reoccurring basis on the Forest. Use of private land cannot be authorized under a Forest Service permit. If applicants plan to use private (or other) land as part of their proposed operation, they must submit, within their response to this prospectus, the written proof of permission from those landowner(s) to use or cross non-national forest lands.

All service days awarded by this prospectus will be initially authorized as a stand-alone temporary, one-year outfitter guide Special Use Permit. Temporary service days may be converted to priority service days after the completion of a successful probationary period of at least two consecutive years of 'satisfactory' performance. If Forest Service policy relative to temporary use is modified in the future, the Authorized Officer will convert the service

days based upon performance at that time. The Authorized Officer for the permits that are issued will be the District Ranger for the Ruby Mountains and Jarbidge Ranger District, and the District Ranger for the Austin and Tonopah Ranger Districts.

II. GENERAL DESCRIPTION OF AREA

Ruby Mountains Ranger District:

The Ruby Mountains Ranger District located in northeast Nevada is made up of the East Humboldt and Ruby Mountain Ranges. These mountains contain some of the most spectacular scenery and varied recreation opportunities in Nevada. The District's northern boundary is located near Wells, NV and runs almost 100 miles to the south, covering 450,000 acres. Elevations range from 6,000 feet at the valley floor to 11,387 foot Ruby Dome.

Climate varies with elevation and season. Daytime temperatures in the summer range from the 80's to high 90's while winter temperatures seldom go below 0. Daily temperature fluctuations of 50 degrees are not uncommon. Winters are moderate, with heavy snow in the mountains. Precipitation occurs mainly during winter and spring months.

In 1989, areas of the East Humboldt and Ruby Mountains were designated as wilderness with the passage of the Nevada Wilderness Protection Act. The East Humboldt Wilderness comprises 36,000 acres and the Ruby Mountains Wilderness contains more than 90,000 acres. Trails in the wilderness are usually open mid-June through October, weather permitting. Motorized and mechanized equipment are prohibited in the wilderness.

The Ruby Mountains are characterized by rocky peaks, cirque basins, high glacial-formed lakes, rolling sage/grass hills and steep narrow canyons. Pinyon-juniper woodlands and sagebrush-grass are the dominate vegetation types with alpine tundra and stands of white bark pine occupying the higher elevations. A wide variety of wildflowers spot the landscape in spring and summer. Wildlife found in the Ruby Mountains includes Rocky Mountain big horn sheep, mountain goats, Himalayan snowcock, grouse, mountain lion, and the largest mule deer herd in the state of Nevada. Trout are found in the mountain streams.

Outfitter guide services that the Forest Service is making available within the defined area on the Ruby Mountains Ranger District (See Appendix D) includes: backpacking, trail rides, snowmobile rentals and/or tours, hunting, fishing, hiking, over night stock pack trips, game packing and drop camps, wildlife viewing, and bus/car interpretive tours.

Austin Ranger District

The Austin Ranger District is located 170 miles east of Reno in north-central Nevada. The District's over 1 million acres are located near what has been dubbed the loneliest highway in America, U.S. Hwy 50. Highway 50 runs through the small mining town of Austin where the Austin Ranger Station is located.

At an elevation of over 6,500 feet, Austin's winters are moderately cold and snowy with an average snowfall of 70 inches and daytime temperatures generally in the upper 30s to low 40s, falling to the upper teens at night. The average precipitation is over 12 inches a year, mainly falling as snow. Summer temperatures climb into the upper 80s, dropping into the upper 40s to low 50s at night. July, August, and September are the driest months of the year.

A linear-chain of mountains, separated by long valleys, stretches north-to-south across central Nevada forming the Austin Ranger District. Elevations range from approximately 5,000 feet on the valley floor to 11,474 feet at the highest peak, Bunker Hill, in the northern Toiyabe Range south of Austin. In the lower elevations, the valleys vary from lush-fertile fields to barren playas.

Pinyon-juniper woodlands and sagebrush-grass are the dominate vegetation types. A wide variety of wildflowers spot the landscape in spring and summer. Wildlife species found on the District include sage grouse, chukar, mule deer, elk, antelope, wild horses and burros, desert bighorn sheep, and mountain lions. Trout can be found in the mountain streams.

Tonopah Ranger District

Tonopah Ranger District is located off U.S. Hwy 95 approximately halfway between Reno and Las Vegas. The District encompasses 1.12 million acres making it the largest ranger district in the lower 48 states. The district office is located in Tonopah.

A linear-chain of mountains, separated by long valleys, stretches north-to-south across central Nevada forming the rocky-mountainous terrain of the Tonopah Ranger District. In the lower elevations, the valleys vary from lush-fertile fields to barren playas. Elevations on the District range from approximately 4,800 feet in the valleys to 11,941 feet at the top of Mt. Jefferson in the Alta Toquima Wilderness of the Toquima Range.

At 6,100 ft. in elevation, Tonopah's winters are cool and relatively dry, averaging only 23 inches of snow in town in winter. Most winter days are windy with temperatures ranging from the mid-30s into the upper 40s during the day, and falling into the low 20s at night. Summer days are dry with temperatures often above 90 degrees during the day, falling to the 50s at night. Tonopah receives an average of near five inches of precipitation per year.

Pinyon-juniper woodlands and sagebrush-grass are the dominate vegetation types. A wide variety of wildflowers spot the landscape in spring and summer. Wildlife found on the District include sage grouse, Chukar, mule deer, elk, antelope, wild horses and burros, desert bighorn sheep, and mountain lions. Trout can be found in the mountain streams.

Outfitter guide services the Forest Service is making available on the Austin and Tonopah Ranger Districts includes: backpacking, trail rides, hunting, fishing, hiking, over night stock pack trips, game packing and drop camps, wildlife viewing, and bus/car interpretive tours.

III. THE OFFERING OR BUSINESS OPPORTUNITY

The objective of this offering is to furnish public services in the form of safe, high quality, outfitted and guided services and/or activities. Proponents may submit proposals for one or multiple activities. Solicited activities include the following:

Backpacking and hiking - Backpacking and hiking are skills that are relatively easy to master and do not require substantial time or talent to learn. There is demand for guided backpacking/hiking and outfitters providing access for special populations may fill a public need in this category. This activity should provide information to the client about the natural resources of the area and include 'Leave No Trace' and 'Tread Lightly' messages.

Proposed use may be anywhere within the mapped area of the Ruby Mountain Ranger District (See Appendix D). Use proposed on the Austin/Tonopah Ranger Districts may include any area on the District.

Overnight stock pack trips - There is a demand for overnight stock pack trips due to the skill required and expense involved in providing stock pack trips. The public desires this activity to access and enjoy back country wilderness areas. This activity should provide information to the client about the natural resources of the area and include the 'Leave No Trace' message.

Proposed use may be anywhere within the mapped area of the Ruby Mountain Ranger District (See Appendix D). Use proposed on the Austin/Tonopah Ranger Districts may include any area on the District.

Trail rides – As with overnight pack trips, there are special skills and expenses needed to provide this activity. The public desires this activity to access and enjoy Forest lands by horseback. This activity should provide information to the client about the natural resources of the area and include the 'Leave No Trace' message.

Proposed use may be anywhere within the mapped area of the Ruby Mountain Ranger District (See Appendix D). Use proposed on the Austin/Tonopah Ranger Districts may include any area on the District.

Big game hunting/upland bird hunting/fishing – A current Nevada Master Guide license is required to compete for these service days. Fishing and hunting require skills, equipment, and specialized knowledge which an outfitter can provide to the public. There are some specialized Nevada tags that require hunters to obtain outfitter/guide services. This activity should provide information to the client about the natural resources of the area and include 'Leave No Trace' and 'Tread Lightly' messages.

Proposed use may be anywhere within the mapped area of the Ruby Mountain Ranger District (See Appendix D). Use proposed on the Austin/Tonopah Ranger Districts may include any area on the District.

Game packing and drop camps – Demand for this type of use is increasing. Hunters desire access to their remote hunting areas on foot, but also desire the availability of a packer to carry out their game. Pack stock are needed for this activity, as well as for drop camps used by hunters and back country campers.

Proposed use may be anywhere within the mapped area of the Ruby Mountain Ranger District (See Appendix D). Use proposed on the Austin/Tonopah Ranger Districts may include any area on the District.

Wildlife viewing/ photography – Services for guiding bird watching, wildlife viewing, and photography trips should include providing specialized knowledge and information on local wildlife and on outdoor photography. This activity should provide information to the client about the natural resources of the area and include ‘Leave No Trace’ and ‘Tread Lightly’ messages.

Proposed use may be anywhere within the mapped area of the Ruby Mountain Ranger District (See Appendix D). Use proposed on the Austin/Tonopah Ranger Districts may include any area on the District.

Bus/car interpretive touring – There is a demand for tourists desiring to experience the Forest, within the area defined by this prospectus, by car or on bus tours. Information provided to participants should include such information as natural history of the area, geologic interpretation of the landscape, heritage resources, and plants and wildlife in the area. This activity should also provide information to the client on ‘Leave No Trace’ and ‘Tread Lightly’ messages.

Proposed use may occur only on existing transportation routes.

Shuttle Service – Hikers on the Ruby Crest Trail often have a need for transportation back to their point of origin. Service would be provided between Harrison Pass and Lamoille Canyon.

Proposed use may occur only on existing transportation routes.

Snowmobiling - There is a demand for snowmobiling trips due to the skill required and expense involved in providing this type of trip. The public desires this activity to access and enjoy Forest lands. This activity should provide information to the client about the natural resources of the area and include the ‘Leave No Trace’ and ‘Tread Lightly’ messages.

Proposed use will be allowed from the Lamoille Canyon Road (FS 660) south to the Ruby Mountains Wilderness boundary. Also use is allowed from the southern boundary of the Ruby Mountains Wilderness south to the southernmost boundary of the District.

The outfitter/guide permit will include the following services and/or activities:

District	Total Visitor Days	Overnight Backpacks	Wildlife Viewing Interpretive Day Hike Photography	Overnight Stock Pack Trips	Big Game Hunting	Fishing	Drop Camps Game packing	Upland Bird Hunting	Trail Rides	Shuttle Service Auto/Bus Interpretive Tours	Snowmobile guiding
Ruby Mountains	570	65	40	30	120	30	30	30	30	85 60	50
Austin and Tonopah	505	40	20	30	250	30	30	30	20	30	25

The Austin and Tonopah Districts analyzed and determined demand for service days and activities in the Outfitter-Guide Needs Analysis in 2003. The analysis evaluated the effects of commercial and general public recreation use on both social concerns as well as natural resource conditions. It also assessed the value that a commercial service can bring in terms of skills, knowledge, safety, education and meeting the mission of the Forest Service while serving the public.

The Ruby Mountains District has determined the offered activities in this prospectus by previously permitted activities in the area defined in this prospectus.

Proposals may include guided hunting or fishing for species that have special regulations controlled by the Nevada Department of Wildlife (NDOW). NDOW sets specific hunting seasons and bag limits and controls the issuance of Master Guide licenses.

IV. THE SPECIAL USE PERMIT

Outfitter/guide services and activities are authorized by Special Use Permits issued under the authority of the Federal Lands Recreation Enhancement Act , U.S.C. 6802(h), and implementing regulations at 36 C.F.R. Part 251, Subpart B. In addition, there are certain Forest Service regulations and policies that are applicable to all outfitter guide services and operations. These regulations and policies will apply to the selected permittee and are non-negotiable.

In exercising the rights and privileges granted by this Special Use Permit, the permit holder must comply with all present and future Federal laws and regulations. The permittee must also be compliant with all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permitted activities, 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.

The initial permit or additional service days will be authorized by a 1 year annual outfitter guide permit or temporary use; based on ‘satisfactory performance’ the permittee shall be authorized for at least 2 consecutive years of temporary use. The decision to extend the term

of the permit and authorize 'priority use' will depend on the continued, sustained satisfactory performance of the permit holder (refer to page 2). Once the temporary or priority use authorization expires, continuation of the permitted activity is at the sole discretion of the Authorized Officer. Permits may be renewed without competition when the holder has performed satisfactorily.

The Authorized Officer will make the final determination on how many permits will be issued for the available number of service days based on the evaluation of applicants. The amount of use assigned to a permit will be based on 'service days'. A service day represents a day or any part of a day that a client(s) is accompanied or provided services, including transportation services by the outfitter. Any period of time when clients are on the National Forest and under the direction, care or tutelage of a guide/outfitter shall be counted as part of the total service days per activity for fee calculations.

Permit Holder Responsibilities:

Applicants are responsible for familiarizing themselves with all outfitter/guide permit requirements specific to this prospectus. The permit holder shall conduct their day-to-day activities as authorized and are required to comply with all terms and conditions of the Special Use Permit. This section highlights some of the requirements located in the Outfitter/Guide Special Use Permit as well as in Appendix A, FS-2700-4i:

- The permit holder must indemnify the United States for any losses incurred by and associated with the permit holder's use and occupancy. Insurance policies must name the 'United States Government' as an additionally insured. The minimum amount of liability insurance coverage is \$100,000 per occurrence and \$300,000 for annual aggregate, under a combined single limit policy. Coverage will extend to property damage, bodily injury, or death arising from the permit holder's activities under the permit, including but not limited to the occupancy or use of the structures, facilities, or equipment authorized by the permit.
- For pack and stock animals, the use of certified weed-free hay or pelletized feed is required on all National Forest System lands within the Humboldt-Toiyabe National Forest. Some areas may have specific prohibitions on grazing of pack stock.
- All of the offered areas include designated wilderness. In formulating proposals, applicants should recognize that motorized and mechanized transportation, use of mechanized equipment, bicycles, hang gliders, aerial delivery of persons or supplies, and the use of game carts, wagons, game carriers and other wheeled vehicles are prohibited. The applicant should contact the Ruby Mountains and Austin and Tonopah Ranger Districts to obtain the latest regulations and closures, including limits on party size and on pack stock.
- The Forest Service reserves the right to close all or a portion of the area(s) authorized within this prospectus for repairs, construction, floods, snow, wildlife protection, natural events, extreme fire danger, or risks to public health and safety. Existing

applicable Forest Orders related to the operation and locations of the authorized services and activities are identified in Appendix B. Additional Forest Orders that are applicable may be issued in the future and the permittee will be immediately notified of that action. The Forest Service shall not be liable to the holder for lost revenue, operating costs, or any other losses resulting from these closures.

- The Forest Service will perform a mid-year inspection and a year-end performance evaluation (reference Appendix C, Standard Performance Evaluation Form). Any rating of ‘unsatisfactory’ may be cause for:
 - (1) A reduction of temporary use days,
 - (2) Suspension or revocation of the Special Use Permit
- Sustained satisfactory performance for at least 2 years is necessary for the permit to become, and remain as, a priority use permit.
- Authorized services and activities must meet both the Uniform Federal Accessibility Standards (UFAS) and Americans with Disabilities Act Accessibility Guidelines (ADAAG), where applicable. Forest Service Outfitter and Guide Accessibility Guidelines have been developed and are currently available at this web site: <http://www.fs.fed.us/recreation/programs/accessibility>

V. RESPONSE TO PROSPECTUS

To be considered, each applicant must submit in writing the information requested below:

1. A completed outfitter-guide operating plan with detailed information for each item, including safety and emergency precautions. Use the form in the enclosed prospectus package (Appendix E). Detail the type of service you are proposing, the number of service days that you are applying for and the location(s). Detailed topographic maps showing travel routes, proposed camp locations, parking areas, interpretive stops and any private or other lands needed in the proposal. The successful applicant’s proposed Annual Operating Plan will then be attached and become a part of their Special Use Permit.
2. A completed Business Plan. The Business Plan should provide a thorough analysis of the applicant’s vision of their proposed business. It is an essential step in having a successful business, maintaining and improving the business, and raising/maintaining the needed capital to be successful. Respondents must furnish a detailed description of their experience as related directly to operating past outfitter/guide related activities (hunting, fishing, resorts campgrounds, marinas, etc). The description should include all experience in owning, operating, and managing a private business, or any nonprofit or other related enterprises.

Your Business Plan will be reviewed to assess your ability to have the financial and business capability to operate and manage the proposed services. The format

for a Business Plan is in the prospectus package (Appendix F). Financial information is confidential and will not be released without the permission of the applicant.

The Association of Small Business Development Centers (ASBDC), with over 600 local offices, serves both the private and public sector with small business expertise. The Forest Service National Memorandum of Understanding with the ASBDC provides a strong resource to assist applicants in developing their business plans. The SBDC is committed to assisting applicants in developing strong and sustainable business plan processes. Call your nearest SBDC office and seek their assistance in preparing your plan. A directory of local SBDC offices is located on their website at: <http://www.asbdc-us.org>.

3. If proposed operation includes the use of any land other than National Forest or BLM, the applicant must submit written permission from the landowner to use these lands as part of the operation. Other lands include private land, State lands, etc.
4. List all Forest Service and BLM outfitter guide permits authorized within the past 5 years and/or currently authorized.
5. Copy of Nevada Master Guide License.
6. Response to evaluation criteria:

A. Operating Plan (Appendix E)

The kind and quality of the service proposed in terms of meeting public need. What kind of experience will the clients receive and how will their safety be provided for? How will the proposed operation protect and interpret the resources of the National Forest?

B. Experience (by activity)

The applicant's experience in this or related fields and the qualification he/she possesses to fully satisfy the public need for this service. This will include an evaluation of past permits issued by land management agencies and any violations issued by the Forest Service, BLM, or Nevada Department of Wildlife.

C. Business Plan (Appendix F) The financial capability of the proponent to operate and maintain an outfitting and guiding business and the demonstrated ability for the business to be successful.

D. Ability to provide a safe outfitted or guided experience to visitors

The applicant's experience should include emergency medical training and first aid, emergency rescue training and procedures, and firearm training and certification. Describe safety instructions you provide to clients, as well as equipment and supplies that will be available on your trips.

VI. SUBMITTING THE RESPONSE

Please ensure that all requested information is submitted. Missing or incomplete information could result in a lower overall evaluation. Applicants may submit a response for all or some of the commercial outfitter guide services and/or activities described within this prospectus. No other proposed activities will be considered. Applicants with questions concerning the services and/or activities listed within the prospectus are strongly encouraged to talk with the Authorized Officer before submitting an application.

Applicants must submit 4 copies of their application package and supporting documents. In addition, four (4) copies of the Business Plan (see Appendix F) must be submitted as a separate document. The Business Plan portion of your application will be reviewed by a Small Business Development Center. Along with the Business Plan, the applicant must also submit a cashier's check in the amount of \$40.00 and made payable to "SBDC" to cover the cost of the review.

Applicants must include information about their organizational structure, the entity's name, mailing address, designated agent, evidence of incorporation and good standing if applicable, and name and address of each affiliate of the applicant. Corporations or partnerships submitting an application must sign using the name of the authorized executive officer, together with the official business address. An individual must sign his/her name and furnish his/her residential or business address. Applicants that are a limited liability company (LLC) must provide the names and interests of the company's principals.

All applicants must submit, in writing, a proposal that includes the information listed under **'Submitting the Response'** and in the checklist above. All proposals should be addressed as follows: Attention: Outfitter/Guide Proposal Enclosed, Santa Rosa Ranger District, 1200 E. Winnemucca Blvd., Winnemucca, NV 89445. Submitted, self-sealed proposals will be accepted at the Santa Rosa Ranger District office until close of business on **May 29, 2008** and mailed proposals must be postmarked by the same date. All materials submitted with proposals will be shredded after the appeal process is completed, unless return is specifically requested by the applicant. Incomplete proposals could adversely affect your chances for selection. **Proposals submitted or postmarked after COB May 29, 2008 will not be considered.**

Applications submitted in response to this prospectus are subject to Cost Recovery pursuant to 36 CFR 251.58(c) (1) (ii) and (c) (3) (iii). Applicants must submit a processing fee of **\$100.00** to cover the cost of preparing the prospectus and reviewing the applications. 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 "USDA Forest Service." Payments will be credited on the date received by the designated Forest Service collection officer or deposit location.

APPLICATION CHECKLIST

Please submit 4 copies of numbers 1-7, plus the application fee:

1) COMPLETED OUTFITTER GUIDE OPERATING PLAN (Appendix E)	
2) Detailed TOPOGRAPHIC MAPS showing use locations.	
3) COMPLETED BUSINESS PLAN (Appendix F) (Include \$40.00 check, money order, or cashiers check made out to 'SBDC' to cover review costs)	
4) If applicable, DOCUMENTATION OF PERMISSION to use other adjacent land	
5) LIST OF ALL FS & BLM PERMITS authorized within the past five years.	
6) RESPONSE TO EVALUATION CRITERIA	
7) COPY OF MASTER GUIDE LICENSE	
8) APPLICATION FEE OF \$100 for processing (Check, money order, or cashier's check made out to USDA Forest Service)	

VII. AWARD

A review panel with experience in special use permits will evaluate each proposal independently and collectively. The panel will review, evaluate and compare proposals using specific evaluation criteria and professional judgment. The objective is to select the applicant(s) whose proposal best meets the public need. The applicant(s) selected will be those best qualified to operate and maintain these public services based on, but not limited to, the written materials submitted in the application package.

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

1. Proposed annual operating plan
2. Experience, including references
3. Business plan
4. Ability to provide a safe outfitted or guided experience to visitors

The Forest Service will consider the applicant's written application package, and 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 may also consider past performance information from other pertinent sources.

The evaluation panel will make a recommendation to the authorized officer as to which applicants offer the best value to the government. The authorized officer will make the selection decisions. All applicants will be notified of the successful applicants via certified U.S. mail.

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.

After all proposals have been rated, the panel will recommend to the Authorizing Officer those proposals that the panel feels are qualified to be awarded a permit. The Authorized Officer has final selection authority to accept or deny the recommendations of the panel.

The selection of the successful applicant(s) is an appealable decision under 36 CFR 251.82. An appellant must file a notice of appeal within 45 days of the date on the notice of written decision of selection. If an appeal is filed concerning the initial selection of the permit holder/s, temporary outfitter/guide permits will not be issued until the appeal has been completely resolved.

All applicants will be notified of the successful applicants by July 1, 2008.

Prospectus Conditions and Reservations:

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 their own assessment of the total business opportunity offered in this prospectus.

All applicants have an equal opportunity to apply. Except for members of Congress, Resident Commissioners, and current FS 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 public service value to the government.

The Forest Service reserves the right to select the successful applicant based on technical merit, service to the public, and experience of the applicant.

The FS reserves the right to reject any or all applications and to rescind the prospectus at any time prior to the special use permit is issued.

Any oral statement made by a representative of the FS 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/entity receiving a copy of this prospectus.

In the event that a contradiction exists between this prospectus and the outfitter/guide special use permit (2700-4i), the outfitter/guide special use permit terms and conditions will supersede the prospectus.

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

Any questions specifically related to this prospectus may be directed to:

Tina Gast
Santa Rosa Ranger District
Telephone: (775) 623-5025 ext. 111
Email: mgast@fs.fed.us

Margie Apodaca
Humboldt-Toiyabe National Forest
(775) 352-1252
Email: maapodaca@fs.fed.us

VIII. POST SELECTION REQUIREMENTS

If your proposal is selected, the final step prior to operation is issuance of a new Special Use Permit by the Forest Service or issuance of an amendment from the FS of your current permit. Appendix A provides an example of the Special Use Permit.

The selected applicant will be responsible for the following:

- **Final Operating Plan** – The Operating Plan and accompanying itinerary will become part of the Special Use Permit upon approval by the Forest Service.
- **Insurance** – The holder will hold commercial general liability insurance covering bodily injury and property damage (coverage A), in the following amounts: each occurrence limit, \$300,000 and general aggregate limit, \$300,000. The coverage shall extend to property damage, bodily injury, or death rising out of the holder's activity. In addition, the insurance must indemnify the United States against any liability for damage to life or property. A certificate of insurance must be provided before a Special Use Permit will be issued.

- **State Registration Requirements** – A current copy of Nevada Master Guide License will be required before a Special use Permit is issued for those activities involved with fishing and the taking of game.
- **Brochure** – Selected applicants must provide their brochure advertising current rates and services offered. The fact that outfitting and guiding is occurring on the Humboldt-Toiyabe National Forest and operates under a Special Use Permit should be included on all advertisements including electronic advertising on the Internet.

Fees due to the Government

The Federal Government is obligated to obtain fair market value for the use of its land and improvements. Applicable fees are described below. These fees are calculated using the guidelines in Chapter 30, Forest Service Handbook 2709.11. All fees must be paid before the Special Use Permit is valid. These fees are:

1. A fee for the permit privileges and use of National Forest System lands based on the service days used and the amount the outfitter charges for the services provided to the clients. Prior to the season of use, the annual fee expected to be due for the authorization will be estimated by calculating the fee on 3 percent of the expected adjusted gross revenue. The final fee will be calculated following the operating season and adjusted for any off forest discounts. The permittee is required to provide the Forest Service their financial and actual use records within 30 days of the end of the operating season in order that the final fee can be calculated on actual use and revenue.
2. The minimum fee for outfitting and guiding use is 3 percent of adjusted gross revenue or \$95.00 (for 2008) whichever is greater. The minimum fee is annually calculated and set by the Forest Service.
3. An annual fee for the use of assigned sites on National Forest System lands. This fee may not be refunded. For 2008, the fee is \$190.00 per site.

The successful applicant will be required to submit all of these items within 30 days of the date of the selection letter. If the above requirements are not met within the 30-day period, the 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.

Record Keeping

The permittee will be required to provide the Forest Service annual financial and actual use records to determine the final annual fee. All original records of use by date, trip, fee and number and name of persons must be retained and readily available for inspection for the most recent 5 years.

APPENDIX A - Sample Special Use Permit (Form FS 2700-4i)

Use Code: **153**

Issue Date:

Authorization ID:

Expiration Date:

Contact ID:

TIN number:

**SPECIAL USE PERMIT FOR
OUTFITTING AND GUIDING**

**Authority: Federal Lands Recreation Enhancement Act, 16 U.S.C. 6802(h)
(Ref. FSM 2709.11, section 53.1)**

Smokey Bear (hereinafter "the holder"), is hereby authorized to use and occupy National Forest System lands, subject to the terms and conditions of this permit, to provide outfitting and guiding services within the **Smokey Bear Ranger Districts** of the **Humboldt-Toiyabe National Forest**, described as shown on the maps of the authorized area, attached as **Appendix A**. The above-described area shall be referred to as the "permit area."

This permit is a **Temporary Use** permit issued for the purpose of authorizing the following outfitting and guiding activities:

See **Appendix G**

and assigning use as follows:

- 00** temporary use service days for all activities authorized on the **Smokey Bear District**
- n/a** assigned sites
- n/a** grazing use (in head months (HMs))

This use will be exercised as described in the **annual operating plan**.

The following appendices are attached to and made a part of this permit:

- APPENDIX A - Map of Authorized Area
- APPENDIX B - Five Year Operating Plan, dated _____
- APPENDIX C - Trip Itinerary
- APPENDIX D - Estimated Fee Determination Sheet, approved annually
- APPENDIX E - Actual Use Report
- APPENDIX F - Outfitter and Guide Performance Evaluation Form
- APPENDIX G - Described Lands
- APPENDIX H - Purpose

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

- A. AUTHORITY.** This permit is issued pursuant to Federal Lands Recreation Enhancement Act 16 U.S.C. 6802(h), 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 or a subordinate officer with delegated authority.

- C. TERM.** This permit shall expire at midnight on _____. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.
- D. RENEWAL.** This permit may be renewed upon expiration, provided the use is consistent with the applicable forest land and resource management plan, applicable laws and regulations, and the terms of this permit, and the holder has performed satisfactorily under this permit, as demonstrated by acceptable annual performance reviews. If the holder wants this permit to be renewed, the holder must notify the authorized officer in writing at least **six months** before this permit expires. The decision whether to issue a new permit to the holder is at the sole discretion of the Forest Service. The authorized officer may prescribe new terms and conditions when a new permit is issued.
- 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, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR 215.
- 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 are not exclusive. The Forest Service reserves the 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 temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.
- 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 in 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 in control means the sale or transfer of a controlling interest in the partnership or limited liability company. If the holder is an individual, change in 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 cause this permit to terminate upon issuance of a new permit to another party for the use and occupancy authorized by this permit. The party who acquires control of the business entity 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.
- 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 proposed in accordance with 36 CFR

251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

II. OPERATIONS

ANNUAL OPERATING PLAN. The annual operating plan, which shall be attached to this permit as Appendix B, shall be submitted by the holder and approved by the authorized officer before the holder conducts any services authorized by this permit. The holder shall prepare, annually review, and revise as needed the five-year operating plan by **May 15**, in consultation with the authorized officer. At a minimum, the annual operating plan shall include (1) the season of use for authorized outfitting and guiding activities, including the start and stop date of operations; (2) limitations on use established by the Forest Service (including fire restrictions); (3) the fee calculation option to be used and a completed Estimated Fee Determination Sheet (appendix D); and (4) any of the following that are applicable: (a) a process for submitting trip itineraries (appendix C); (b) guidelines and limits for incidental grazing; (c) location and layout of assigned sites to be used for base, spike, and drop camps or other purposes; and (d) authorized temporary improvements on National Forest System lands, including a schedule for their construction and removal.

B. ITINERARY. The holder shall submit an itinerary for each type of trip.

C. PERFORMANCE REVIEW AND EVALUATION. The holder's compliance with the terms and conditions of this permit and the five-year or annual operating plan is subject to annual performance review and evaluation by the authorized officer. The holder's performance will be documented on the Outfitter and Guide Performance Evaluation Form, Appendix F.

D. TEMPORARY IMPROVEMENTS. No permanent improvements may be constructed under this permit. Temporary improvements with negligible value, such as hitching posts, corrals, tent frames, and shelters, may be approved by the authorized officer in the five-year or annual operating plan. Plans and revisions to plans for design, development, and layout of temporary improvements must have prior written approval by the authorized officer.

E. PROHIBITION ON ASSIGNMENT OF USE. The holder may not assign all or part of the authorized use to others.

F. PERFORMANCE OF SUPPORT SERVICES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Activities that support the use authorized by this permit, such as food or shuttle services, may be conducted by a party other than the holder, but only with prior written approval from the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

G. MAINTENANCE. The holder shall maintain authorized temporary improvements and the permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this authorization. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

H. SIGNS. Signs posted on National Forest System lands must have prior written approval of the authorized officer.

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.
3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.
4. 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 ensure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

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.

M. 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 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 **Humboldt-Toiyabe 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. Planting of trees, shrubs, and other plants in the permit area must have prior written approval from the authorized officer.

N. NOXIOUS WEED/EXOTIC PLANT PREVENTION AND CONTROL. The holder shall be responsible for the prevention and control of noxious weeds and/or exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by **Humboldt-Toiyabe National Forest**. The holder shall follow prevention and control measures required by **Humboldt-Toiyabe National Forest**. When determined to be necessary by the authorized officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. Such plans must have prior written approval from the authorized officer and, upon approval, shall be attached to this permit as an appendix.

O. WEED-FREE HAY. The holder shall use only hay, grain, straw, pelletized feed, or mulch certified as noxious weed-free or noxious weed seed-free by a State Department of Agriculture or other authorized county official. The holder shall provide documentation of such certification to the authorized officer.

III. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR Part 251, Subpart C, and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit 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 outstanding valid rights of third parties. Outstanding valid rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.
- 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.
- 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 associated with use and occupancy of the permit area, including but 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 authorized temporary improvements in the permit area 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.
- 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 permit area. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the permit area, 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. 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 promptly abate as completely as possible and in compliance with all applicable laws and regulations any activity or condition and arising out of or relating to the authorized use and occupancy that causes or threatens to cause a hazard to public health or the safety of the holder's employees or agents or harm to the environment (including 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 authorized officer 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 authorized officer of cancellation of or any modification to the policies. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to **District Ranger, Santa Rosa Ranger District, 1200 E. Winnemucca Blvd., Winnemucca, NV 89445**. 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:
- \$300,000** for injury or death to one person per occurrence,
 - \$300,000** for injury or death to more than one person per occurrence, and
 - \$100,000** for third-party property damage, per occurrence.
- 2.** 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 maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

IV. PERMIT FEES AND ACCOUNTING RECORDS

A. PERMIT FEE. 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. The annual permit fee shall include a commercial use fee and, if applicable, an assigned site fee and grazing fee, as enumerated in clauses IV.B, C, and D. The minimum annual permit fee for the authorized use and occupancy shall be **\$95.00**. Estimates of service days, the number of assigned sites, and grazing use shall be determined from the five-year or annual operating plan. Estimated fees shall be calculated on an Estimated Fee Determination Sheet. The holder shall pay the annual permit fee in advance of the authorized use and occupancy, as provided in clause IV.B. Payments due before commercial operations commence are not refundable. The Forest Service shall adjust and calculate permit fees authorized by this permit to comply with any new permit fee system based on market value that may be adopted by statute, regulation, or directive issued by the Chief after issuance of this permit.

1. COMMERCIAL USE FEE. The annual permit fee shall be determined in accordance with **Option B, 3% of Gross Receipts, see Clause VII. G**. Any decrease in the assigned amount of use (non-use) must be approved by the authorized officer. The holder does not have to pay a commercial use fee for approved non-use. The holder shall pay a commercial use fee for any non-use that is not approved.

(a) Definitions

(1) Adjusted Gross Revenue. Gross revenue and revenue additions less applicable 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 market value of the following items, which are added to gross revenue:

(A) The value of goods and services that are donated or the value of goods and services that are bartered in exchange for goods and services received that are directly related to the outfitted or guided trip; and

(B) The value of gratuities, which are goods, services, or privileges that are not available to the general public and that are donated or provided without charge to organizations; individuals; the holder's employees, owners, or officers; or immediate family members of the holder's employees, owners, or officers.

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

(A) Revenue derived from goods or services sold on private land that are not related to outfitting and guiding operations conducted on National Forest System lands, such as souvenirs, telephone toll charges, and accident insurance sales.

(B) Amounts paid or payable to a State government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.

(C) Revenue from the sale of operating equipment, rental equipment, capitalized assets, or other assets used in outfitting and guiding operations, such as horses, tack, watercraft, and rental skis and boots, which are sold periodically and replaced.

2. ASSIGNED SITE FEE. A fee shall be charged for the occupancy of National Forest System sites assigned to the holder. Assigned site fees shall not be prorated; the holder shall pay

the full annual fee for each assigned site. No refunds or credits will be given for authorized but unused assigned sites.

3. **GRAZING FEE.** A fee shall be charged for grazing livestock used in conjunction with the use and occupancy authorized by this permit. No refunds or credits will be given for authorized but unexercised grazing use.
- B. **PAYMENT SCHEDULE.** The holder shall pay the annual estimated permit fee, including the fee for commercial use, assigned site fee, and grazing fee, in advance of the authorized use, as follows:
 1. **Single Payment.** The holder shall pay the total annual estimated fee in advance when it is less than \$500.
 2. **Two Payments.** The holder shall pay half the total annual estimated fee in advance and the remainder by mid-season when the total is equal to or greater than \$500, but less than \$2,500.
 3. **Three Payments.** The holder shall pay one-third of the total annual estimated fee in advance and the remainder in two equal payments by mid-season when the total is \$2,500 or more.
 4. **Final Payment.** The Forest Service shall reconcile annually the actual permit fee against permit fee payments made. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.
- C. **DOCUMENTATION OF REVENUE.** The holder shall provide documentation of use and revenue for purposes of permit fee verification.
 1. **Actual Use Report.** Within **30 days** of completion of the holder's approved operating season, the holder shall submit to the authorized officer an actual use report in accordance with the format in Appendix E.
 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 gross revenue, the value of donated goods and services, the value of gratuities, the value and description of items excluded from gross revenue, and all adjustments, such as taxes deducted, and shall be broken down by permitted activities.
- D. **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. Disputed fees must be paid in full. 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.
- E. ACCOUNTING RECORDS.** The holder shall follow generally accepted accounting principles or another comprehensive basis of accounting, such as the cash, modified cash, or income tax basis of accounting, in recording financial transactions. The minimum acceptable accounting system shall include:
- 1. Systematic internal controls and separate recording of gross receipts from each type of business conducted under this permit, separate from any other commercial or personal activity. Receipts shall be recorded daily without reduction and, if possible, deposited into a bank account. Receipt entries shall be supported by documentation such as cash register tapes, sales invoices, reservation records, and cash accounts from other sources.
 - 2. For permits with fees greater than \$10,000, 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.
- F. ACCESS TO ACCOUNTING RECORDS.** The holder shall make all of the accounting books and supporting records for the business activities authorized by 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 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. 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.
- C. HERBICIDE AND PESTICIDE USE.** Herbicides and pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, 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.
- D. 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.
- E. 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.
- F. 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.

G. CLEANUP AND REMEDIATION.

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer, 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 Part 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 authorized officer 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 of the United States.

2. 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.

H. 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. This certification requirement may be waived by the authorized officer when the Forest Service determines that the risks posed by the hazardous material are minimal. 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 authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations;
2. For noncompliance with the terms of this permit;
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

B. REVOCATION BASED ON PERFORMANCE RATING. If the holder receives an annual rating of unacceptable based on deficiencies identified but uncorrected in a mid-season review and evaluation, the Forest Service shall revoke this permit or, if it is about to expire, shall allow it to terminate.

C. NOTICE AND OPPORTUNITY TO TAKE CORRECTIVE ACTION. Prior to revocation or suspension under clause VI.A. or VI.B, the authorized officer shall give the holder written

- notice of the grounds for the action to be taken. For purposes of revocation under clause VI.B, written notice must be given to the holder after the mid-season review and evaluation that if the identified deficiencies are not corrected, they will result in an annual rating of unacceptable, which in turn will result in revocation of the permit. Prior to revocation or suspension under clause VI.A.1, 2, or 3 or revocation under clause VI.B, the authorized officer also shall give the holder a reasonable period, not to exceed 30 days, to complete corrective action prescribed by the authorized officer. The period between the mid-season review and evaluation and the annual rating shall constitute adequate opportunity to take corrective action for purposes of revocation under clause VI.B.
- D. 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 48 hours 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.
- E. APPEALS AND REMEDIES.** Any written decisions by the authorized officer relating to administration of this permit, including annual ratings of probationary and unacceptable and revocation or suspension decisions, are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.
- F. 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 and shall not give rise to any claim for damages by the holder against the Forest Service.
- G. REMOVAL OF TEMPORARY IMPROVEMENTS.** Upon revocation or termination of this permit, the holder shall remove within a reasonable time prescribed by the authorized officer all temporary improvements, except those owned by the United States, and shall restore the site. If the holder fails to remove all temporary improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VII. MISCELLANEOUS PROVISIONS

- A. ADVERTISING.** The holder shall not misrepresent in any way, either orally, in its circulars, brochures, advertising, and other materials, or on its World Wide Web site, signs, or letterheads, any aspect of the use authorized by this permit, including services provided by the holder, the status of this permit, or the area it covers. All of the holder's circulars, brochures, and advertising and its World Wide Web site regarding use of the permit area shall state that the permit area is located in the **Humboldt-Toiyabe National Forest**.
- B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.
- C. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

- D. 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.
- E. SUPERCEDED PERMIT.** This permit supercedes a permit designated **Smokey Bear and dated December 15, 1999.**
- F. SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or any provisions in the appendices attached to this permit, the preceding printed clauses shall control.
- G. FEES – OUTFITTER/GUIDE (R4-A3)**

The annual fees due the United States for the activities authorized by this permit shall be 3 percent of the adjusted gross revenue, subject to applicable minimum requirements, estimated prior to the operating season. The fee may be reduced based on the amount of time the outfitter's customers occupy National Forest System lands and waters in relation to the total duration of the outfitted trip, according to the following:

Percent of Time on National Forest System Lands & Waters	Fee Reduction
< 5%	80%
5-60%	40%
> 60%	None

An additional fee, subject to periodic adjustments, will be paid for each site reserved for use during the permitted period of occupancy. Fees for grazing of domestic livestock in conjunction with the outfitting operation will be as provided in FSM 2238.

H. EMERGENCY EVACUATION (R4-B1).

In the event of emergency rescue involving the permittee or his clients which requires helicopter evacuation the permittee will be responsible for the cost of such rescue.

I. LIABILITY WAIVER (R4-B2)

The holder will not request or require persons served to sign a liability waiver which releases the outfitter from responsibility for injury or damage resulting from the outfitter's negligence for activities authorized by this permit. The holder may, however, advise such persons of the risks involved and have them sign a Visitor's Acknowledgment of Risk, provided a copy of the proposed form has been submitted to and approved by the issuing Forest Officer.

**VISITOR'S ACKNOWLEDGMENT OF RISK
(SAMPLE)**

I recognize that there is an element of risk in any adventure, sport, or activity associated with the outdoors. I am fully cognizant of the risks and dangers inherent in (activity) and have been informed of known special hazards in such activity. A copy of a notice of such hazards is attached hereto and made a part hereof, and I, and the adult members of my family, have read the same. I certify that my family and I, including minor children, are fully capable of participating in the said activity.

Therefore, I assume full responsibility for personal injury to myself and/or to members of my

family, or for loss or damage to my personal property and expenses thereof as a result of my negligence or the negligence of my family participating in said activity except to the extent such damage or injury may be due to the negligence of (concessionaire). I further understand that (concessionaire) reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in (activity)

Self: _____ Spouse: _____

Minor Children: _____

I have read, understand, and accept the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon the parties during the entire period of participation of the said activity.

Parent/Guardian: _____

Customer Signature: _____ Date: _____

(If both parents are in attendance, both should sign.)

(Form may be modified to provide for the signature of each individual member of a group.)

J. SALTING (R4-D6)

The possession or distribution of salt is prohibited except as provided for in the Operating Plan for pack or saddle stock nutrition, trophy preservation, and culinary use. Periods of use, location, and method of livestock utilization will be provided by the holder and approved by the Forest Service Authorized Officer.

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

HOLDER: **Authorized Agent**

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
(Holder or Holder's Agent)

By: _____
(District Ranger)

Date: _____

Date: _____

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. 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 B – Forest Orders

Outfitter Guide Prospectus for the Ruby Mountains, Austin, and Tonopah Ranger Districts

FOREST ORDER

Order No. HUF 04-09/17-98-01

ROAD RESTRICTIONS - LAMOILLE CANYON - RUBY MOUNTAINS RANGER DISTRICT
HUMBOLDT NATIONAL FOREST

Pursuant to 36 CFR 261.50 (b), the following acts are prohibited on the Forest development road described in this order within the Humboldt National Forest until further notice.

ROAD RESTRICTIONS

1. Using any passenger carrying vehicle (as defined below) beyond road closed signs. Snowmobiles & ATV'S are exempt during snow covered winter months only. Title 36 CFR 261.54(a).
2. Operating any vehicle in violation of the posted speed. Title 36 CFR 261.54(d).
3. Operating any vehicle carelessly, recklessly, or without regard for the rights or safety of other persons or in a manner or at a speed that would endanger or be likely to endanger any person or property. Title 36 CFR 261.54(f).
4. Parking or leaving a vehicle in violation of posted instructions. Title 36 CFR 261.58(g).

Pursuant to 36 CFR 261.50(e), the following persons are exempt from this order:

1. Persons authorized by USDA Forest Service permit.
2. Any Federal, State, or local Law Enforcement Officer or member of an organized rescue or fire fighting force in the performance of an official duty.

ROAD DESCRIBED

<u>Road Name</u>	<u>Legal Location</u>	<u>Closed Portion</u>	<u>Length</u>
Lamoille Cy #660 "Scenic Byway"	Township 32 N., Range 58 E., Sec. 5, 6, 8, 9, 13-16, 24. Township 33 N., Range 57 E., Sec. 24, 25. Township 33 N., Range 58 E. Sec. 30,31.	That portion of road #660, from the junction of State Highway #227 & Forest Road #660, to Roads End in Lamoille Canyon, approximately 12 miles.	

SEE THE ENCLOSED MAP

PURPOSE: The above prohibition is in effect for public safety. This declaration supersedes any and all former declarations on this road.

DEFINITIONS:

Passenger Carrying Vehicle - Any wheeled motor vehicle designed to carry one or more passengers including driver on or off standard roads, includes compact, midsize, full size 2x4 & 4x4 pickups, trucks, cars, sport utility vehicles &/or Off Road Buggys.

Snowmobiles - Any tracked motor vehicle, so called "a snowmobile" by the manufacturer, designed to operate on snow/snow related surfaces, weighing LESS than 1500 lbs.

ATV'S - Any low pressure wheeled motor vehicle, so called "an ATV" by the manufacturer, designed to operate off road on a variety of surfaces, weighing LESS than 1500 lbs.

1/23/98
Date

M. M. Jim Nelson
Forest Supervisor

Violation of this prohibition is punishable by a fine of not more than \$5000 or imprisonment of not more than 6 months or both (16 USC 551, 18 USC 3559 (a/7)(b)),

APPENDIX C – Performance Evaluation

INSPECTIONS AND PERFORMANCE EVALUATION

Outfitter Guides

Each performance element is rated individually, as to acceptable or unacceptable (for all elements applicable to the permit). Cumulative results will determine the overall rating. The following is a suggested format for evaluation.

SECTION I. TO BE COMPLETED BY DISTRICT RANGER OR DESIGNEE

Name of Permittee _____

Type of Operation _____

Location of Camp/GPS Coord. _____

Dates Inspected _____ Inspected By _____

Wilderness Camp _____ Nonwilderness Camp _____ End of Road Camp _____

Progressive _____ Camp Base Camp _____ Drop Camp _____

Camp in operation at time of inspection? Yes _____ No _____

Outfitter representative present during inspection? Yes _____ No _____

PERMIT ADMINISTRATION

Timely submittal of the following required items:

	Acceptable	Unacceptable	N/A
Proof of Insurance received			
Operating plan compliance			
Itinerary and map of trip(s)			
Actual use report			
Payment received by due date			
Compliance with Title VI			
Advertisement compliance			
Equipment meets health & safety standards			
Licenses up to date			

Comments: Document extenuating circumstances and examples of outstanding performance.

SECTION II. TO BE COMPLETED BY PERMITTEE AND INSPECTOR

Camp practices and management relative to provisions of operating plan:

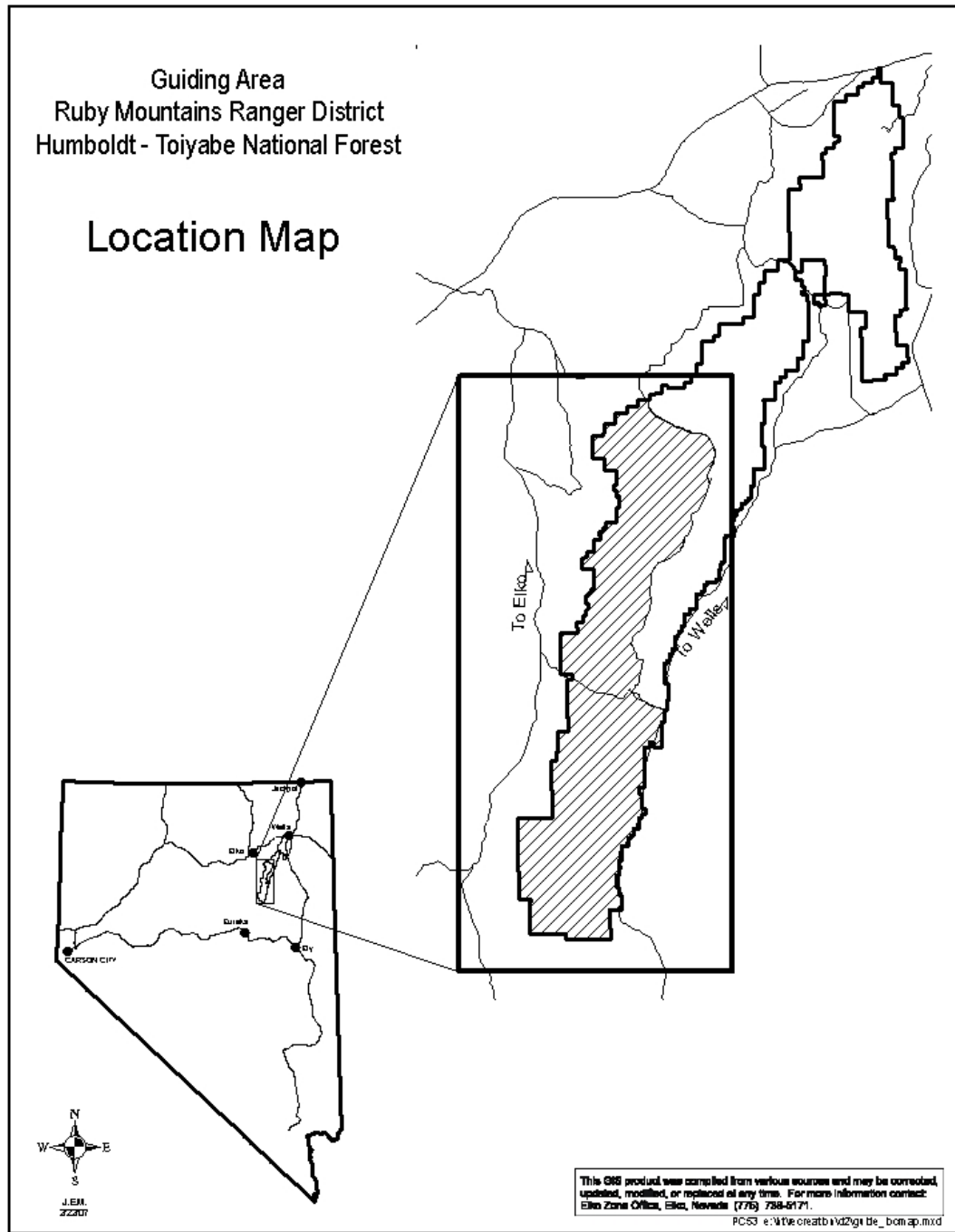
	Acceptable	Unacceptable	N/A
Livestock holding facilities, including high lines and picket pins			
Authorized camp improvements			
Locations of camps according to operating plan			
Number and management of livestock according to operating plan			
Sanitation, including camp cleanliness, latrine and storage of food and garbage			
Removal and storage of camp facilities			
Camping techniques that demonstrate Leave No Trace camping principles			
Number and qualification of staff			
Fire prevention practices			
Use of trails in accordance with operating plan			
Firewood cutting and storage			
Other			

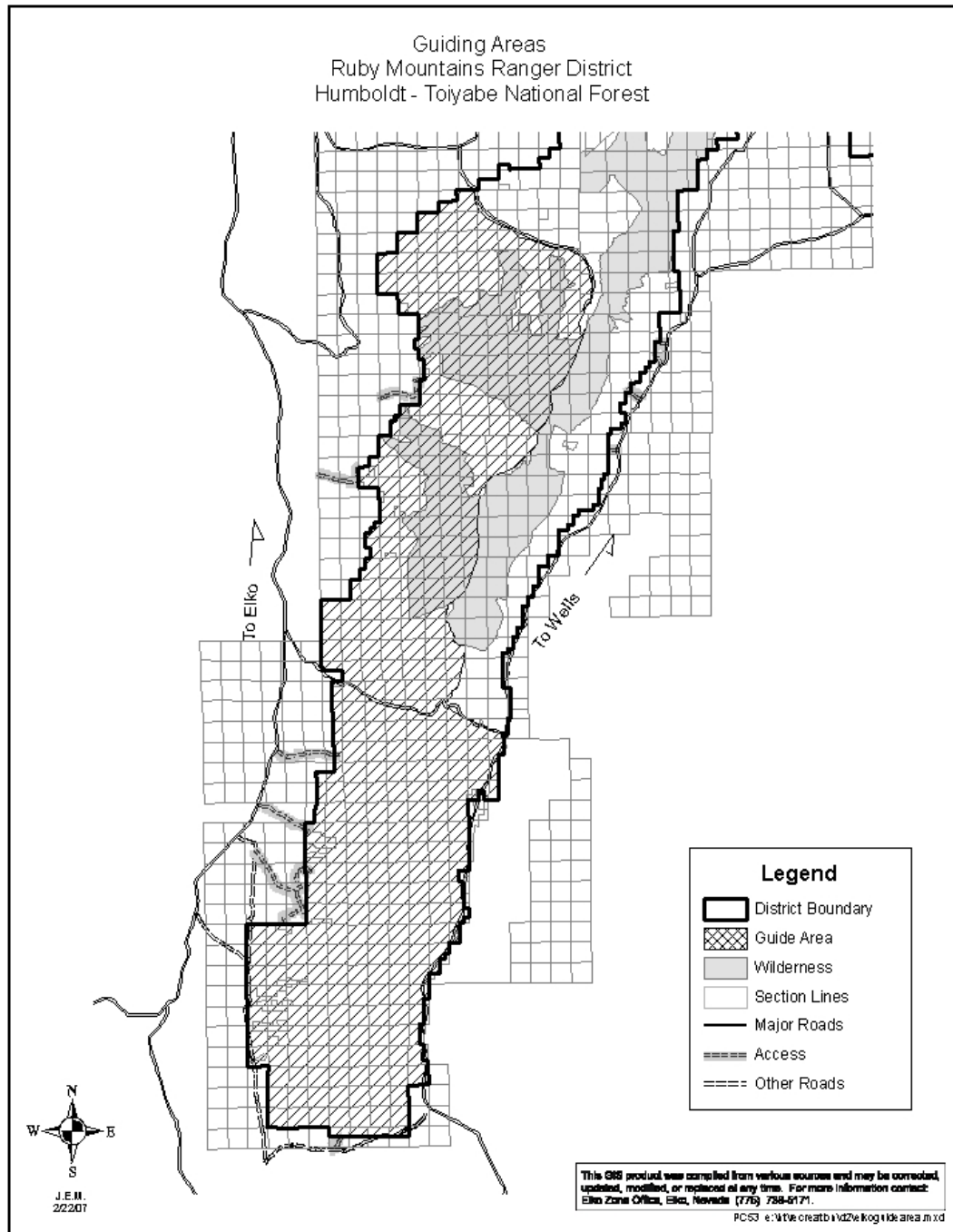
Comments: Document extenuating circumstances and examples of outstanding performance.

Compliance with wilderness regulations and special orders:

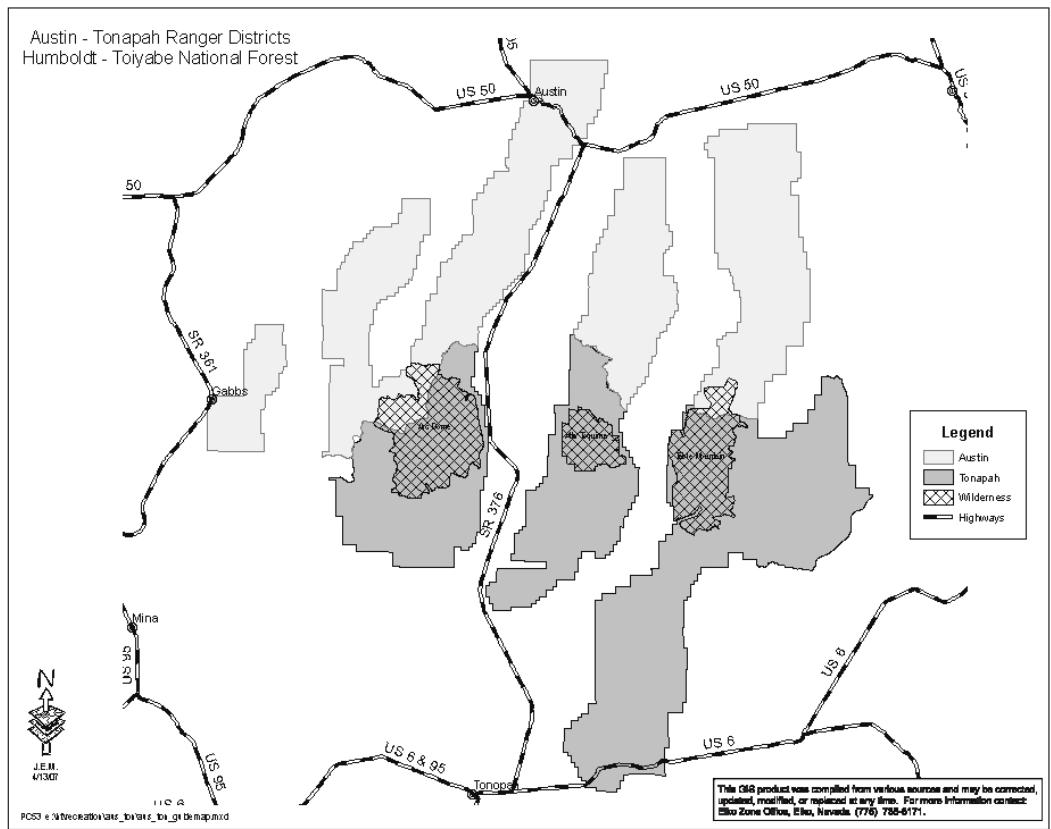
	Acceptable	Unacceptable	N/A
Prohibited mechanical devices			
Length of stay limits			
Party size limits			
Pack/saddle stock numbers			
Itinerary and map of trip(s)Camping distances from trails, streams and lakes			
Other area-specific orders (specify)			

APPENDIX D – Location Maps





Outfitter Guide Prospectus for the Ruby Mountains, Austin, and Tonopah Ranger Districts



APPENDIX E - Operating Plan

***OUTFITTER GUIDE STANDARD OPERATING PLAN
HUMBOLDT-TOIYABE NATIONAL FOREST**

Name of Outfitter and/or Business:

Address:

Phone:

Fax:

E-mail:

Website:

Activity(ies):

Dates of Operating Season(s):

This plan will be reviewed annually by the permit holder, the permit administrator, and the District Ranger. It will be updated or revised as needed to reflect any changes within the operation. This operating plan is a part of the current, signed Special Use Authorization as described in said permit. The authorized officer must approve, in writing and in advance of implementation, any changes to the operating plan.

Comments:

Prepared by: _____

Date: _____

Permit Holder

Printed Name

Reviewed by: _____

Date: _____

Permit Administrator

Printed Name

Approved by: _____

Date: _____

District Ranger

Printed Name

OUTFITTER GUIDE STANDARD OPERATING PLAN HUMBOLDT-TOIYABE NATIONAL FOREST

INTRODUCTION:

This operating plan is to be prepared by the permit holder in cooperation with the Forest Service. It is designed as a working tool to be used by both the Forest Service and the permit holder. The following general provisions and the permit holders written responses to questions become a part of the permit when signed by the permit holder and the District Ranger. Unless your operating plan no longer accurately reflects your operation, the annual update of the operating plan is accomplished through submittal of the following:

1. Operating Plan Cover Sheet (i.e. page one of this document)
2. Annual Itinerary Worksheet (including estimated gross revenue and assigned sites)
3. Proof of Adequate Insurance (must be in the name of the permit holder)
4. Current Guide/Instructor List (including first aid certifications and expiration dates)
5. Copy of State Outfitter and Guide License (if applicable)

If written responses no longer adequately describe the operation (including current maps), it is the responsibility of the permit holder to initiate any necessary changes.

Complete all pertinent sections in as much detail as necessary for the authorized officer to fully understand your annual operation. Attach supplemental pages if needed. If a section does not relate to your operation indicate "N/A". Before signing, submit either electronic or hard copies to the Permit Administrator for review and approval.

I. AUTHORIZED USE

1. Current permittees submit all information as listed in the introduction to the Forest Service. Required information includes proposed use, annual itinerary, specific information on locations of operations, name of group, certificate of insurance and copy of the policy, State outfitter and guide license and all other basic information.

2. The Operating Plan and all required attachments (**Annual Itinerary, Insurance, Guide/Instructor List, State License**) must be submitted according to the following dates:

Summer/Fall Uses (approximate dates of operation: May 15 through October 31, hunting: August 15 through December 31 – may vary depending on location and weather conditions):

MARCH 15 – Permittee submits information to the Forest Service.

APRIL 30 – Forest Service alerts proponent as to whether proposal was:

- Accepted
- Denied
- Needs modification. In this case, additional information must be submitted within 15 days.

Winter/Spring Uses (approximate dates of operation: November 1 through May 15 – may vary depending on location and weather conditions):

SEPTEMBER 15 – Permittee submits information to the Forest Service.

OCTOBER 30 – Forest Service alerts proponent as to whether request was:

- Accepted
- Denied
- Needs modification. In this case, additional information must be submitted within 15 days.

Year Round Use (dates of operation: January 1 to December 31)

NOVEMBER 1 – Permittee submits information to the Forest Service.

DECEMBER 15 – Forest Service alerts proponent as to whether request was:

- Accepted
- Denied
- Needs modification. In this case, additional information must be submitted within 15 days.

This operating plan is supplemented by the submission and approval of an annual itinerary. The annual itinerary details proposed use, lists requested sites, and all necessary fee calculation information. If the annual itinerary is not submitted by the above dates each year, permission to operate on the National Forest may be denied for the affected season and points may be assessed in the annual performance evaluation.

3. The annual itinerary should be based upon the amount of use and/or capacity in service days that is permitted. A service day is defined as one person on a guided trip for any part of a day. Additional temporary use may be requested and approved through the annual itinerary worksheet or other formal written request. If service days are available, the request may be approved by the authorized officer as temporary use. This temporary use will not be considered as priority use and may not go toward priority use for the applicant. Under no circumstances will any group size limitations be exceeded. It is the permit holder's responsibility to be knowledgeable of individual wilderness regulations.

4. The entire amount of permitted or allocated use must be applied for and used in the annual operation of the permit or be requested as approved non-use. All use applied for on the annual itinerary must be included in the estimated fees at representative rates.

5. When requested by a permit holder, the authorized officer may waive the holder's obligation to exercise all or part of a priority use amount, when such request is made at least 30 days in advance of the scheduled use or within 30 days of the last day of the operating season. Requests for approval of non-use must be in writing and can be submitted with the annual itinerary, on a separate letterhead, or at any time up until 30 days prior to the planned use or within 30 days of the last day of the operating season. Non-use may be approved for resource protection, public health and safety, to avoid conflicts with other users, or due to extenuating circumstances out of the permittees control. Use applied for and not used will be considered unapproved non-use. A fee for unapproved non-use will be assessed when the use is not waived. The District Ranger may reassign the waived use to other holders or users. The permit holder is responsible for paying all fees associated with using any concessionaire-managed facility or recreation fee demo area.

6. The District Ranger may withhold authorization for the holder to use all or part of an assigned amount for reasons of resource protection, public health and safety, or because of permit violations.

7. The permit holder will furnish the District Ranger an Actual Use Report within 30 days of the last day of each operating season, annually, on forms approved by the Forest Service. Late submission of this report is subject to a late payment fee and a negative performance evaluation.

8. Land use agreements from landowners, either public or private, granting parking, utilization of, or access through their lands to or from National Forest lands must be included with the Operating Plan if used as part of your operation.

9. A complete list of equipment including the number and type of any vehicles used on Forest Lands must be kept on file by the permit holder and be made available to the Authorized Officer upon request.

10. The placement of unassigned camps will not exceed the 14 day limit and/or precede the period of scheduled use by more than two days. Unassigned camps and all improvements must be removed from the Forest when not occupied. The permit holder must make a request to the District Ranger at least one week prior to exceeding the 14 day limit to change an unassigned site to an assigned site. The request may be denied or if approved the District

Ranger will then collect the appropriate fee and the site will become an assigned site. No exceptions to the 14 day limit for unassigned camps will be allowed.

11. Use may be issued for progressive travel trips. Prior to each trip, approval must be obtained from the District Ranger for the number of people, period of use, location of preferred campsites, routes, and the number of livestock involved. The Ranger may disapprove campsites or routes applied for and offer alternatives when necessary, to prevent or correct overuse and avoid conflict with other users.

12. Mandatory meetings may be held periodically by individual Ranger Districts for disseminating information to permit holders. If a meeting is to be held, permit holders will be notified at least 14 days prior to the meeting date through written correspondence. Attendance by the permit holder at these meetings will be mandatory unless the authorized officer approves their absence in advance. Absence at the meeting may be approved for reasons out of the permittees control such as inclement weather conditions. Any unexcused absence may result in a negative annual performance evaluation.

13. The permit holder, as well as his or her employees, agents, guests, and customers, shall abide by all current Forest Service, regulations and permit requirements. The permit holder is responsible for actions of these persons including drop camp clientele. All employees, agents, guests, and customers shall be informed of all pertinent regulations regarding resource protection and permitted use. Written documentation informing these individuals of applicable Forest Service regulations and permit requirements signed by the employees, agents, guests or customers will release the permit holder from this responsibility.

14. Public Notification. The fact that the permitted area is located on the HUMBOLDT-TOIYABE National Forest shall be made apparent in all of the permit holder's brochures and advertising regarding use and operation of the area and facilities under permit. All advertisements, websites, brochures, signs, and other materials that address service and programs offered will contain the following statements:

<<Name of Business>> is an equal opportunity service provider.

<<Name of Business>> is under special use permit by the HUMBOLDT-TOIYABE National Forest.

Advertisements or materials produced for public distributions that contain photos or drawings will demonstrate diversity of race, gender, age and/or ability.

Signs setting forth this policy of non-discrimination, when furnished by the Forest Service, will be displayed at the following locations:

- Exterior entrance to public buildings.
- Reception area of business office.
- Other locations as directed by the Forest Service.

*15. Detail how employees, guests, agents or customers will be informed of Forest Service regulations, and permit requirements.

*16. The following individual(s) is (are) designated to represent the permit holder in contacts with the Forest Service concerning permit administration.

Name	Telephone	Email	Limit of Authority

***17. Background**

a. Indicate the name of the legal business entity under which you operate:

b. Year company/organization was established:

Years with current owner:

c. Within the past two years have you, any of your representatives, or employees been convicted of Federal, State, or Local violations?

Yes No If yes, please explain:

d. Has your company's River Outfitter's license or Outfitter's Registration ever been denied or revoked?

Yes No If yes, please explain:

e. Have any of your BLM, NPS, or USFS permits ever been denied, suspended, or revoked?

Yes No If yes, please explain:

f. Are there, or has there ever been, any charges or court actions related to your permitted activities or business?

Yes No If yes, please explain:

g. Has this business ever operated under a different name or a different owner? Has the business changed status from a profit to non-profit or vice-versa?

Yes No If yes to any of the above, please explain:

h. List any other permits (include activities and locations) you hold to operate on BLM, NPS, USFS or other public lands besides the areas covered under this permit.

II. LOCATION OF OPERATION

1. The permit holder will provide topographical maps clearly marking access routes and specific locations of all campsites and activities.

2. All campsites, activity locations and facilities or site improvements must be approved by the responsible Forest Officer prior to installation or planned use.

3. All camp facilities must be located at least 100 feet from water and forest development trails. Camps will be located so that there is minimum conflict with normal trail traffic and stream or lake access. To the extent feasible, camps shall be screened from view of other recreation users. Assigned sites must be located at least 1/4 mile away from all lakes unless otherwise approved by the authorized officer.

***4.** List all activity sites, campsites, and trails you will use. Describe the locations where activities will take place. Attach applicable maps showing where the activities, camps, and trails are located (utilizing mapping software such as "National Geographic Topo" is suggested):

III. OVERVIEW OF OPERATIONS:

- *1. List each and every activity type performed under this authorization:
- *2. List the approximate dates each activity will occur:
- *3. Explain in detail how you or your employees will run each of the activities:
- *4. What will be the normal and maximum ratio of guides to guests for each activity? What number of clients/guest will be involved in each activity? Please explain:
- *5. Explain your methods for sanitation including trash and human waste:
- *6. Describe "Leave No Trace," educational/interpretive practices to be used to educate clients or participants and reduce resource impacts:
- *7. Describe how you will minimize or prevent conflicts with other Forest users:
- *8. All guides/instructors, vehicles (including ATV's, snowmobiles, snowcats, etc.), boats, and tents must be made identifiable by display of company name or logo. Please explain how you will accomplish this:
- *9. Describe the services you provide for persons with disabilities including any special equipment used to accommodate them:

IV. SAFETY

1. All injuries, accidents, or medical emergencies of clients or employees occurring on National Forest Lands will be reported within one business day to the appropriate Ranger District office. The District Ranger will be notified immediately of any accident involving serious human injury requiring professional medical attention, or damage to public or government property in excess of \$250.00 in connection with the operation of this permit. All incidents will be followed up with a written report within 10 business days of the incident.
2. All requests for search and rescue including any injury, accident, or medical emergency requiring helicopter evacuation must be coordinated through the local County Sheriff by dialing 911. Additional emergency dispatch numbers for the appropriate local counties will be known by all employees. Any request for helicopter landings inside of designated wilderness must be managed by the local County Sheriff. The permit holder will immediately notify the District Ranger that this request has been made to the local Sheriff. The permit holder will also obtain a copy of the Sherriff Office's report of the incident and will submit the same report to the Forest Service within 10 business days of the incident.
3. In case of human death, the County Sheriff in the county in which the death occurred, will be notified immediately. The Forest Service will be notified immediately after the Sheriff.
4. The outfitter will provide as safe an environment for the customer, guest, and employees as is reasonably possible under the permitted use conditions. It is the responsibility of the outfitter, if an accident, injury, or medical emergency involving a client or employee occurs, to care for and transport the victim as required by the circumstances to a location where the victim can receive professional medical help.
5. The permit holder, in the client instruction, will discuss safety regarding the type of environment and activities authorized under this special use permit including what the clients should do in the event that their guide is injured.
6. The permit holder, all instructors, and guides will have, as a minimum, current American Red Cross Standard First Aid and CPR cards (8 hours) or an equivalent First Aid and CPR certificate approved by the District Ranger. Attach a listing of staff specifying certification levels and qualifications, and give expiration dates for each (See Appendix B). All staff must provide proof of First Aid and CPR training and remain current throughout the entire

use period. The list must be updated within one week if employees are hired or fired, or when First Aid and CPR has been renewed.

7. A group size first aid kit will be available in each camp and a pocket size first aid kit will be carried along with each traveling party (See Appendix A). The guide(s) on each trip will have the capability or resource for providing first aid care to an ill or injured person.

*8. Describe your protocols for preventing accidents:

*9. Describe the first aid equipment that will be available for use in the event of an emergency and the locations where it is stored:

*10. Explain in detail the procedures to be taken in the event of injuries, accidents or medical emergencies involving clients or employees. How will victims be cared for and transported? Where will victims be taken for emergency treatment?

*11. What type of communication system will be used during general operations and for emergencies? Please explain:

*12. Describe your contingency plans for communications, weather events, etc.:

*13. For summer operations, explain in detail the protocols used for go or no-go decisions, hazard predictions, travel precautions, and route selections:

*14. Describe protocols for assuring that all clients are accounted for at the end of each day:

V. WILDERNESS

Trips occurring in any Wilderness area will be operated according to federal Wilderness Regulations (35 CFR 293) and specific regulations as stated in Forest Supervisor Special Orders for the Wilderness. HUMBOLDT-TOIYABE National Forest Special Orders are included in Appendix B. The permittee is expected to be familiar with and comply with all Wilderness regulations. Prohibitions that apply to all wilderness areas are listed below:

1. Possessing or using a motor vehicle, motorboat, or motorized equipment. Note: This prohibition includes the use of light plant generators, chain saws, and power drills.

2. Possessing or using a hang glider or bicycle.

3. Landing of aircraft, or dropping or picking up of any material, supplies, or person by means of aircraft, including a helicopter.

4. Air drops or aircraft used to support any activities within a wilderness area are strictly forbidden by both federal and state laws. Air/ground rescue operations must be coordinated through the local County Sheriff and are only authorized for life threatening emergencies.

5. Hay, mulch or straw is prohibited within wilderness

6. The use of wire, nails, screws, tacks and/or bolts in any tree is not allowed within wilderness.

7. Permanent caches of any kind are not allowed within wilderness unless specifically authorized.

8. Trenching of tent sites is not allowed within wilderness.

9. All trips will comply with the maximum party size limit of people and livestock for each Wilderness Area.

10. Placing salt for the purpose of attracting game is illegal.

*11. Describe how you will inform your clients of wilderness regulations and values:

VI. ASSIGNED SITES

1. Exact locations of assigned sites will be approved on the ground by one of the Forest Service personnel, as listed under Safety, General Requirements, of this document, prior to clients using the sites.

2. All sites occupied for over 14 consecutive days, whether a drop camp, base camp, or staging area, will constitute an assigned site and will be paid for in advance.

3. Assigned sites will be posted with signs provided by the Forest Service. Where the 100 foot perimeter does not suit the situation to protect the campsite and provide reasonable solitude, the perimeter may be enlarged to include a site one-acre in size. Sites of this nature will be approved by the District Ranger prior to erecting any signs. Unassigned campsites will also be identifiable when occupied either by a sign provided by the Forest Service or other manner preferred by the permittee with the authorized officer's consent.

4. Camps in assigned sites will be erected no more than five days prior and left up no more than five days after the permitted use period. If weather conditions hamper removal, the holder must notify the Permit Administrator of the situation.

5. Assigned sites are authorized for specific dates as part of each year's operating plan approval. Use of the site(s) is allowed for the dates authorized only.

6. Camps that remain in place for long periods of time will be carefully checked for forage and site overuse. The permittee has a responsibility to manage site use so that overuse does not occur. If resource damage occurs as the result of campsite overuse, the site will be closed without relocation privileges.

*7. List all assigned campsites including facilities and improvements (i.e. number of tents and purpose of each, latrines, corrals, high lines, etc.) requested at each site and how and when restoration will take place:

VII. CAMP PRACTICES

1. The permit holder shall pack out or otherwise remove from National Forest lands all unburnable refuse resulting from operations under this plan and permit. All burnable garbage or refuse shall be burned completely. No burying of garbage is permitted. Camp areas shall be policed daily. No trash or litter will be allowed to accumulate.

2. Only dead or down timber may be utilized in the operation of this permit, but it may not be removed from the area unless a fuelwood permit has been purchased. Green trees and branches will not be cut unless permission to do so has been given by the permit administrator.

3. The use of temporary, lightweight fire pans is encouraged. Cold ashes from stoves or campfires will be buried, packed out, or scattered away from campsite locations. Fire rings will be kept to a minimum size at a single location or completely eliminated. It is the permit holder's responsibility to be aware of and abide by any fire restrictions that may be in place.

4. Temporary facilities at a campsite may include tents, toilets, and horse control measures. Location of all facilities will be approved by the Forest Service. When the campsite is dismantled, the area should be left in a natural state. The only evidence of use should be the normal wear on vegetation. Natural wood tent frames, hitch rails, and corral poles will be dismantled and hidden neatly out of sight of trails, meadows, etc.

5. No over-the-winter caches, beyond those natural materials listed above will be approved. Unless a campsite is assigned, caching at any time is not authorized.

6. Reusable, river style portable toilet systems or “WAG” (waste alleviation and gelling) bags are strongly encouraged. If not used, then pit type latrines are mandatory at all sites and must be located at least 100 feet from water. Guests and guides will be instructed on proper use of the latrine and the importance of keeping human waste out of water sources. Latrines will be covered when not in use and waste will be covered with a minimum of 6-10" of dirt when finished. Latrines will be intermittently covered with a layer of loose soil. Near natural conditions will prevail when camp is broken. Packing out of solid human waste is required for all overnight winter trips.

7. All guests and guides will be made aware of backcountry ethics and regulations pertaining to their visit prior to being left on their own. This includes guided and unguided parties.

8. Guests will be advised of what to do in case of a tent or stove fire or an escaped campfire. Buckets and shovels (fire extinguisher is recommended) will be provided in all camps. No fire will be left burning unattended at any time. All stoves will have spark arrestors.

9. No nails, screws, bolts, etc., will be put into live trees, and no wire will be strung around live trees.

10. When practical, tents and tarps will be of earth tones (green, brown, etc).

11. Where possible, campsites will be located below timberline and on flat, dry, durable terrain surfaces where impacts can be kept to a minimum.

12. Human and food waste shall not enter water sources or be left uncovered to attract flies or wildlife.

13. All food and garbage items shall be stored securely at all times in a manner that will prevent any wildlife, especially bears, from obtaining them. Any incidents where bears obtain food or garbage will be reported to the District Ranger immediately.

14. The following are the Leave No Trace principles that shall be used and discussed by all permittees with their clients and employees:

- Plan Ahead and Prepare
- Travel and Camp on Durable Surfaces
- Dispose of Waste Properly
- Leave What You Find
- Minimize Campfire Impacts
- Respect Wildlife
- Be Considerate of Other Visitors

VIII. DISMANTLING CAMPS

1. All refuse, including trash and tin foil in fire rings, will be packed out of the site. Refuse will not be allowed to build up at camp locations.

2. Excess ashes from stoves or campfires will be buried, packed out, or scattered away from campsite locations. A rock fire ring will be kept to a minimum size at a single location or completely eliminated. The use of temporary, lightweight fire pans is preferred.

3. Soil disturbance around trees, tents, and latrine holes will be rehabilitated each season.

4. Manure will be scattered. Excess hay, where authorized outside of Wilderness, will be packed out.

5. All improvements such as tent poles, frames, tables, hitch racks, etc., will be dismantled. Natural materials used, such as poles, will be neatly stacked out of sight from passing visitors. All boards, plywood, plastics, nails, wire,

string, etc., will be packed out at the end of each season. No over-the-winter caches, beyond those natural materials listed above will be approved.

6. All camps will be completely removed within five days after the end of the permit holder's authorized use. When camps cannot be completely removed within five days, District personnel must be notified.

IX. LIVESTOCK

1. Any authorization to graze livestock is temporary and will not establish a priority for future use of the range. Any grazing that occurs must be authorized by permit and paid for in advance.

2. The permittee shall comply with grazing instructions as issued by the Forest Service and shall require all employees to do likewise. Illegal grazing of livestock used in conjunction with this permit will be grounds for termination, revocation or suspension and will be considered in the annual performance evaluation.

3. Grazing utilization will be determined by stubble height of the grasses and sedges. Dry, upland sites above 10,000 ft elevation must not be grazed below a 3 inch stubble height. Uplands below 10,000 ft. can only be grazed to a 4 inch forage stubble height. This is because of different grass species predominant in each location. Note: Measurements are of plant heights.

4. The permit holder shall not allow horses to run at large. Unless grazing, horses shall be tied to a high line or kept in a corral when being fed and watered or when not being used. Animals will be tied to removable hitch racks, or other holding devices rather than tied to individual trees. Any tying to trees will be for very short time durations only and done in a manner so that no tree damage occurs. Any corral locations and materials must be approved in advance by the permit administrator. Animals being picketed must be routinely moved to avoid excessive grazing use. The use of hobbles or electric fences is preferred. Stubble height utilization applies in all cases.

5. In a wet meadow or riparian location there must be at least a 6 inch forage stubble height remaining. Grazing of wet meadows is discouraged. Note: Measurements are of plant heights.

Additionally, the following guidelines will also apply to all riparian habitats:

- Avoid season long grazing in riparian areas and wetlands.
- Implement short-duration grazing (generally less than 20-30 days) as feasible to provide opportunity for regrowth and avoid utilization of woody species.
- Remove livestock from a grazing unit when stream bank disturbance (trampling and exposed soils) from the current year's livestock grazing reaches 20 to 25 percent of the key area stream reach.
- Grazing must limit utilization of woody species. No more than 50 percent of the twigs of woody species should be browsed during one growth cycle.
- Keep stock driveways out of riparian areas except to cross. Rehabilitate or relocate stock driveways that are causing damage to riparian areas.
- Utilization is determined on an annual basis. You may not graze to a 3 inch stubble height, wait for 30 days and graze the regrowth back down to 3 inches. Plants must be allowed to store root reserves.
- Once grazing use has reached the maximum amount, you must find a new area to allow your stock to graze.
- In no case will authorization for grazing use be approved which results in overuse of the grazing resources.
- The permittee is responsible for tracking and complying with the allowable forage use levels.

6. Numbers of livestock in excess of that needed to reasonably provide for the number of guests will not be allowed (usually two per client, one saddle and one pack animal). Upper limits may be established by the District Ranger in accordance with the available forage of the sites.

7. Pack and unriden saddle stock must be led and controlled while using trails except where conditions make this practice unsafe. The purpose is to protect trails, people, and livestock.

8. Manure and unused hay will be routinely raked and spread to reduce odors, flies, resource damage, and unsightly conditions.

9. Livestock, owned or controlled by the permit holder, that die on NFS lands, shall be removed or otherwise disposed of in a manner acceptable to the Authorized Officer.

10. All public lands within the State of Colorado require the use of certified weed free hay, mulch or straw. Inside Wilderness, only processed feed may be used. This would include certified weed free cubed or pelleted hay, and rolled or ground grain. When the Holder is using hay, straw, or mulch for any purpose on National Forest System lands, only certified noxious weed free products may be used. Certification must be by an authorized State or County Officer. The following are exempted from this requirement:

- Persons with a permit specifically authorizing the prohibited act.
- Transporting feeds, straw, hay or mulch on Federal, State, and County roads that are not NFS roads and trails.
- Persons possessing or using certified weed free pelletized feed.

11. Noxious Weed Control. The permit holder shall take all reasonable precautions to prevent the introduction, establishment, and spread of noxious weeds on lands covered by this authorization and adjacent thereto.

12. Before tree roots become exposed, stock will be moved to more suitable areas or removed from the campsite, or the campsite may be closed for rehabilitation and the permittee may not be provided with a new campsite location. Damage to soil around trees will be rehabilitated by the permittee.

13. Livestock will be secured a minimum of 100 feet from all lakes, streams, and trails, unless otherwise restricted by local regulations.

14. Livestock will not be delivered to, or allowed in, any developed campgrounds.

15. Only dependable, sound, and healthy animals shall be offered to clients for use.

16. When salt is provided for livestock, it shall be in block form and contained to prevent soil contamination. Only one salt block per corral is allowed and its use will be during the permitted use period only. If stock are not present in the corral, the salt block will be removed. Salting for wildlife is prohibited.

*17. Will horses/stock be used?

Yes No If yes, how will the animals be fed and controlled at night and during the day when not in use?
How will animals be cared for when stopping over to rest or fish? Please explain:

X. PROGRESSIVE TRAVEL TRIPS

1. All trips outside of the normally permitted area or nature of approved operations will be submitted for approval to the District Ranger at least fifteen days prior to trip. Trips proposed after this date will not be considered for approval. Decisions will be made on a case-by-case basis. Trips outside of the District must be approved by the District Ranger of each involved District.

2. Transportation Service. Packing in and dropping off personal gear and clients at a location of their choosing may occur according to District regulations, as long as it is within the permitted area of use and approved in the operating plan.

XI. BACKCOUNTRY WINTER OPERATIONS

If you intend to operate in or around potential avalanche hazard areas, you are required to provide the following:

1. The permit holder is responsible for evaluating avalanche hazard in their permit area in order to prevent unnecessary risk to their clients, employees, or public. This includes obtaining a daily avalanche advisory from resources that are available. For statewide conditions you can call the Colorado Avalanche Information Center at (303) 499-9650 or go to <http://avalanche.state.co.us/>. This advisory should be posted daily and shared with all guides and clients.

2. All members of a party traveling in avalanche terrain must wear an avalanche rescue transceiver with current approved frequencies. All guides must be additionally equipped with a rescue shovel and probe, and be adequately trained to initiate a rescue if needed. A Level II avalanche course is recommended as a minimum level of education for all guide staff and other employees working in avalanche terrain. A Level III avalanche course is preferable.

*3. List yourself and all employees working in avalanche terrain, their job title, and the level of training each has in snow safety and winter search and rescue:

*4. Is there any avalanche potential in your winter permit area?

Yes No If yes, describe your avalanche accident prevention and rescue protocols:

*5. For winter operations, explain in detail the protocols used for go or no-go decisions, hazard predictions, travel precautions, and route selections:

*6. Describe what hours you will operate and guide winter trips:

*7. Describe your protocols for assuring that all clients are accounted for at the end of each day:

XII. SNOWMOBILE OPERATIONS

1. All snowmobiles will have operational head and tail lights.

2. All snowmobiles will have current State registration decals affixed to the vehicle.

3. All snowmobile guide machines will be equipped with a pocket first aid kit (See Appendix A) and rescue snow shovel.

XIII. FUEL REQUIREMENTS

1. All oil and/or oil product storage areas will be approved by the District Ranger prior to implementation.

2. If the permit holder maintains storage facilities for oil and/or oil products on National Forest System lands, the permit holder shall take appropriate preventative measures to insure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual states.

3. If the total oil or oil products storage exceeds 1,320 gallons or if any single container exceeds a capacity of 660 gallons, the permit holder shall prepare a Spill Prevention Control and Countermeasures (SPCC) Plan. Such plan shall meet applicable EPA (Environmental Protection Agency) requirements (40 CFR 112) including certification by a registered professional engineer.

XIV. TRAIL IMPROVEMENTS

1. Under no circumstances will the permittee construct trails or clear pathways without the permission of the District Ranger. Any new trail construction requires an environmental analysis, public scoping, and compliance with other NEPA (National Environmental Policy Act) requirements. Permittees found constructing new trails without permission may have adverse action taken against their special use authorization and/or be issued points during their annual evaluation by the authorized officer.

2. Approval from the District Ranger will be granted prior to trail improvements on non-system trails to access campsites or hunting areas. Where non-system trails are used primarily by the permit holder, trail maintenance will be the responsibility of the permit holder as deemed necessary by the District Ranger. Failure to properly maintain such trails will result in removing the camp or activity served by the trail from the special use authorization.

XV. HUNTING/FIREARMS

All clients and guides will abide by all applicable State laws and regulations, including but not limited to possessing a valid hunting license, not hunting while under the influence of intoxicating liquor or any controlled substance, wearing blaze orange, not shooting from any vehicle, and not carrying in any vehicle a gun which has ammunition in the chamber.

XVI. SALE OF OUTFITTER OPERATIONS

The Forest Service is under no obligation to issue a new permit to a business purchaser. If an authorized outfitter decides to sell his/her commercial business, he/she and the prospective buyer must meet with the Forest Service to discuss the past operation and future use prior to concluding the sale or applying for a new permit. Information on procedures, necessary documentation, and qualification requirements will be provided at that time. The Forest Service requires prospective buyers to submit a business plan, financial capability statement, and technical capability statement for review, which must be approved prior to the issuance or transfer of a permit. All business plans must be reviewed by the Colorado Small Business Development Center (CSBDC) prior to submission to the Forest Service. A letter obtained by the permit applicant from the CSBDC indicating their agreement with the same business plan must be provided to the Forest Service.

XVII. COMPLAINT/ CONFLICT RESOLUTION

It is to the permittee's benefit to resolve conflicts that occur with the general public, clients and other forest users. If a complaint is filed against the holder it is the Forest Service's responsibility to investigate the complaint to the extent warranted. Complaints filed will be forwarded to the permittee via certified mail. The permittee will have 30 days from the postmarked date to respond to the authorized officer regarding the complaint. If the permittee fails to respond, the authorized officer may make a decision in regards to the complaint without further input from the permittee and points may be assessed against the authorization. Failure to accept the certified letter will be considered the same as failure to respond.

XVIII. PERFORMANCE EVALUATION

The objective of outfitter and guide annual performance evaluations is to provide feedback to the permit holder on how well the operation met the conditions of the permit and operating plan. The overall goal is increased resource protection, service to the public, and safety.

1. **Performance Standards** - The Forest performance evaluation form, with performance elements and associated point values, will be used.

a. It will be the District Ranger's final decision on what points to assign for any failure to follow the terms of the permit or operating plan.

b. Performance Evaluations should be prepared and conducted at the end of the operating period after final fees have been paid. This evaluation should encompass the full scope of the operation from application or itinerary through performance of services to final fee payments.

c. The evaluation may take into account several inspections, and should consider follow-up actions taken by the permit holder.

d. The evaluation should be discussed with the permit holder prior to finalizing, especially in a case when points may be assessed.

2. **Probation and Suspension** - To obtain Forest uniformity, the following system will be used:

a. The accumulation of 20 to 39 points within any five-year period will result in probationary status and possible suspension of the permit. The term of the permit will be for no more than one additional year.

b. Should the outfitter accumulate 40 or more points within any five year period, the Authorizing Officer may terminate the permit.

c. This point system will normally be followed. However, the circumstances involved with specific violations may dictate more or less serious action such as the issuance of a Violation Notice or the immediate suspension or termination of the permit.

d. Copies of probationary and unacceptable evaluations given by the District Ranger will be sent to the Forest Recreation Staff Officer at the time it is given to the permit holder. Probationary and unacceptable performance evaluations given on this or other Forests will be considered when issuing permits for the following year's operations.

3. **Evaluations**- Evaluations are based on the performance review standards developed by the Forest Supervisor and included in the operating plan. Evaluations should include observations from field inspections and progress on the part of the permit holder to remedy deficiencies.

APPLICATION RESPONSE FORM

(Please use this form to respond to the *items requested in the annual operating plan)

I. AUTHORIZED USE

15. Detail how employees, guests, agents or customers will be informed of Forest Service regulations, and permit requirements.

16. The following individual(s) is (are) designated to represent the permit holder in contacts with the Forest Service concerning permit administration.

Name	Telephone	Email	Limit of Authority

17. Background

a. Indicate the name of the legal business entity under which you operate:

b. Year company/organization was established:

Years with current owner:

c. Within the past two years have you, any of your representatives, or employees been convicted of Federal, State, or Local violations?

Yes No If yes, please explain:

d. Has your company's river outfitter's license or outfitter's registration ever been denied or revoked?

Yes No If yes, please explain:

e. Have any of your BLM, NPS, or USFS permits ever been denied, suspended, or revoked?

Yes No If yes, please explain:

f. Are there, or has there ever been, any charges or court actions related to your permitted activities or business?

Yes No If yes, please explain:

g. Has this business ever operated under a different name or a different owner? Has this business changed status from a profit to non-profit or vice-versa?

Yes No If yes to any of the above, please explain:

h. List any other permits (include activities and locations) you hold to operate on BLM, NPS, USFS or other public lands besides the areas covered under this permit.

II. LOCATION OF OPERATION

4. List all activity sites, campsites, and trails you will use. Describe the locations where activities will take place. Attach applicable maps showing where the activities, camps, and trails are located (utilizing mapping software such as “National Geographic Topo” is suggested):

III. OVERVIEW OF OPERATIONS:

1. List each and every activity type performed under this authorization:

2. List the approximate dates each activity will occur:

3. Explain in detail how you or your employees will run each of the activities:

4. What will be the normal and maximum ratio of guides to guests for each activity? What number of clients/guest will be involved in each activity? Please explain:

5. Explain your methods for sanitation including trash and human waste:

6. Describe “Leave No Trace,” educational/interpretive practices to be used to educate clients or participants and reduce resource impacts:

7. Describe how you will minimize or prevent conflicts with other Forest users:

8. All guides/instructors, vehicles (including ATV's, snowmobiles, snowcats, etc.), boats, and tents must be made identifiable by display of company name or logo. Please explain how you will accomplish this:

9. Describe the services you provide for persons with disabilities including any special equipment used to accommodate them:

IV. SAFETY

8. Describe your protocols for preventing accidents:

9. Describe the first aid equipment that will be available for use in the event of an emergency and the locations where it is stored:

10. Explain in detail the procedures to be taken in the event of injuries, accidents or medical emergencies involving clients or employees. How will victims be cared for and transported? Where will victims be taken for emergency treatment?

11. What type of communication system will be used during general operations and for emergencies? Please explain:

12. Describe your contingency plans for communications, weather events, etc.:

13. For summer operations, explain in detail the protocols used for go or no-go decisions, hazard predictions, travel precautions, and route selections:

14. Describe protocols for assuring that all clients are accounted for at the end of each day:

V. WILDERNESS

11. Describe how you will inform your clients of wilderness regulations and values:

VI. ASSIGNED SITES

7. List all assigned campsites including facilities and improvements (i.e. number of tents and purpose of each, latrines, corrals, highline, etc.) requested at each site and how and when restoration will take place:

IX. LIVESTOCK

17. Will horses/stock be used?

Yes No If yes, how will the animals be fed and controlled at night and during the day when not in use? How will animals be cared for when stopping over to rest or fish? Please explain:

XI. BACKCOUNTRY WINTER OPERATIONS

3. List yourself and all employees working in avalanche terrain, their job title, and the level of training each has in snow safety and winter search and rescue:

4. Is there any avalanche potential in your winter permit area?

Yes No

If yes, describe your avalanche accident prevention and rescue protocols:

5. For winter operations, explain in detail the protocols used for go or no-go decisions, hazard predictions, travel precautions, and route selections:

6. Describe what hours you will operate and guide winter trips:

7. Describe your protocols for assuring that all clients are accounted for at the end of each day: