

Keeping State & Local Parks Open



Using Public-Private Recreation Partnerships
Scottsdale Conference, November 2, 2011

Agenda

1:00-2:00 President's Welcome and Len Gilroy Keynote
Address (Sonora AB)

2:00-3:15 What are Recreation Public-Private Partnerships
(Salon 1)

- Definition and examples
- Advantages
- Dealing with the concerns

3:15-3:30 Break (Sonora Breezeway)

3:30-4:30 Bidding and Contracts (Salon 1)

4:30-5:00 Concession Economics (Salon 1)

5:00-5:30 Questions and Answers (Salon 1)

5:30-8:00 Joint Reception with the NFRA (Sonora Breezeway &
Sierra Loggia)

A Typical RFP

Use Code 141

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

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



03/01/2011

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- Government procurement rules will vary by state – everything here may not apply or even be legal in your state
- The USFS has to work with some difficult federal rules that won't apply to most other authorities
- The USFS calls our contract a “special use permit” as the word contract has special meaning in federal procurement law. But its essentially a commercial lease contract
- The current RFP is based on a template that was revised several years ago based on 2 decades of experience. The process included input from concessionaires in the program as well

RFP Contents

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

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Identify the Parks to be Operated

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

I. Business Opportunity

A. Introduction

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

1. Christopher Creek Complex
 - a. Family Campground
 - b. Group Use Site
 - c. Picnic Site
2. Houston Mesa Complex
 - a. Family Campground
 - b. Horse Campground
 - c. Group Use Sites (Fox 1 and 2)
3. Ponderosa Complex
 - a. Family Campground
 - b. Group Use Sites (Loop E and F)
4. Sharp Creek Complex
 - a. Family Campground
 - b. Group Use Sites (Manzanita 1,2, and 3)
5. Tonto Creek Complex
 - a. Upper Tonto Creek Campground
 - b. Lower Tonto Creek Campground
 - c. Horton Creek Picnic Site
 - d. Midway Picnic Site
6. Shoofly Village
 - a. Interpretive Site
 - b. Picnic Area
7. East Verde Complex
 - a. First Crossing Picnic Site
 - b. Second Crossing Picnic Site
 - c. Third Crossing Picnic Site
 - d. Water Wheel Picnic Site

Optional Bid Sites

Prospective bidders are not required to bid on optional sites.

1. Two-Sixty Trailhead
2. See Canyon Trailhead
3. Pine Trailhead
4. Fossil Springs Trailhead
5. East Verde Picnic Area
6. Flowing Springs Picnic Area

- Under Federal law, all the parks and services must charge a fee (or the permit can be reclassified as a service contract with onerous requirements)
- For most any other non-Federal authority, its very common to group fee and non-fee parks
- Adding non-fee parks will reduce the rent bid (since these parks cost money to operate) but may well relieve the agency of more costs than the rent that is lost.



Design Choice: Do we want to be paid in cash, or in services (e.g. operations of smaller sites)?

Historic Revenues

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The authorized officer for this business opportunity is the Forest Supervisor for the Tonto National Forest, 2324 East McDowell Road Phoenix, Arizona 85006.

The current permit for this concession expires on 12/31/2011. Over the past three years, this concession has generated the following gross revenues:

Year	Gross Revenue
2008	\$306,986.25
2009	\$380,558.33
2010	\$344,875.38

B. Area Description

The offered recreation sites are located on the Payson Ranger District of the Tonto National Forest within Gila County of the state of Arizona (*see* Appendix A). The District is located approximately 70 miles north of the metropolitan Phoenix area, and 90 miles southeast of Flagstaff. Currently, the Town of Payson has a population of approximately 13,600 people and is growing. The District office is located one mile east of the intersection of State Route 87 and State Route 260.

The majority of visitors who recreate on the Payson Ranger District are from the metropolitan Phoenix area and come to the area seeking climatic relief from the summer heat and to experience a forested environment. Due to the close proximity of the Tonto National Forest to Phoenix, it is among the most visited National Forests in the Nation. The District covers a large and diverse geographic area that encompasses over 470,000 acres. A broad range of recreational opportunities are available for visitors to enjoy including, fishing, swimming, hiking, picnicking, bicycling, riding horses, viewing scenery and wildlife, firewood cutting, and hunting.

The topography of the District transitions from a desert biome in the southern portion to a pinyon-juniper biome in the central section to a ponderosa pine woodland biome on the northern boundary. Elevations range from 2,800 feet to 7,900 feet.

Summers are pleasant with daytime temperatures between 80 and 100 degrees Fahrenheit (with occasional temperatures reaching over 100 degrees) and evening temperatures usually between 40 and 50 degrees. May and June are traditionally the driest months of the year. July and August traditionally experience afternoon and evening thunderstorms known as monsoons. Spring and fall are quite comfortable with temperatures ranging from the low 30's to the high 70's. Daytime winter temperatures range from 40 degrees to 50 degrees and on occasion nighttime temperatures drop down into the teens. Yearly precipitation average is approximately 22 inches.

The recreation sites offered in this prospectus are located north and east of the Town of Payson with site locations varying from one to 30 miles from the District Office in Payson. All mandatory bid sites are accessible from State Highway 87, State Highway 260, and the Houston Mesa Road (Forest Road 199) with paved access. The majority of sites identified in this Prospectus are located within ponderosa pine while others are located in a pinyon-juniper environment.

C. Description of Developed Recreation Sites and Facilities

- If possible, providing historic revenues will generally yield a much better bid. Visitation numbers are fine but total gate revenues are better
- Even if you think there is potential for improvement, the historical numbers will give bidders more confidence of the business opportunity.
- Private bidders generally appreciate historic utility numbers (especially electricity, water, sewer or sewage pumping, and trash)
- Historic labor costs are not needed – private companies will likely have a different labor model and staffing

Park Descriptions

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

The following is a description of each developed recreation site included in this prospectus (see Appendix 2 of the prospectus for maps of each site).

Christopher Creek Complex

The Christopher Creek Complex is located 21 miles east of Payson, Arizona on the south side of Highway 260 and is located on 12 acres. The complex is comprised of a family campground with 43 sites, a single group use site, and a day use picnic area.

The family campground is situated on either side of Christopher Creek with a vented ford connecting both sides. Each of the 43 units is equipped with a picnic table, pedestal grill, and fire ring. There are eight vault toilets strategically placed throughout the site. A Forest Service well provides water to eight faucets each located near a vault toilet. The interior campground roads and parking spurs are paved.

The group use site consists of a parking area, a single vault toilet along with multiple picnic tables and fire devices. The site is limited to 25 people and a maximum of eight passenger vehicles.

The day use picnic area consists of a paved parking area, one vault toilet, and multiple picnic sites with tables and pedestal grills. The picnic sites are connected by a crushed gravel path which ends at an overlook along Christopher Creek.

Christopher Creek	Campground	Group Unit	Picnic Area
Host Sites	3	0	0
Drinking Water	Forest Service well	Forest Service well	None
Toilet Type	8- Single Vault	1-Single Vault	1-Single Vault
Toilet Vault Capacity	1,000 gallons	1,000 gallons	1,000 gallons
Trash Bin Type	Dumpster provided by contractor	Dumpster provided by contractor	Trash can
Accessibility	1 sites	0	1 site
Elevation	5640'	5640'	5640'
Access	Paved	Paved	Paved
Trailer Limit	20'	20'	N/A
Number of Units	43	1	N/A
2009 Fee	\$16.00	\$55.00	\$8.00
2010 Fee	\$16.00	\$55.00	\$8.00
Minimum Operating Season	April-October	April-October	April-October
Three-Year Gross Revenue (2008-2010)	2008 \$68,264.29 2009 \$86,126.81 2010 \$83,270.81		

Houston Mesa Complex

- Current park amenities, facilities, and operations need to be described in detail.
- Information should include:
 - # of bathrooms and type
 - # camping sites (by type, e.g. primitive / tent vs. RV / hookup)
 - # picnic tables
 - Operating season & hours
 - # host sites & host site amenities
 - Current user fees
 - Other amenities, from trash cans to amphitheaters
 - Stay limits
 - Special rules and restrictions

Park Descriptions (cont.)

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The Houston Mesa Complex is located just north of Payson off of the Houston Mesa Road. The site is comprised of a family campground, a horse campground, and two large group units. The family campground is located on the north side of the Houston Mesa Road on 60 acres while the horse camp and two group sites are located on the south side of Houston Mesa Road on 30 acres.

The family campground has 75 family units. Each of the 75 units is equipped with a picnic table, fire pit, and pedestal grill. Two of the loops (Mountain Lion and Elk) are open to RV and trailer camping while one loop (Bear) is only open to tent camping. The site has four flush toilet facilities, one shower building, one amphitheater, one dump/lift station, an entry station and an interpretive trail. Facility water and sewer systems are directly connected to the Town of Payson infrastructure. Interior campground roads and parking spur surfaces are asphalt.

The horse campground consists of 30 sites. All sites come standard with picnic tables, fire rings, pedestal grills, and a two stall horse corral. Roads and parking areas within the site are a mix of asphalt and gravel. There are three flush toilet facilities and multiple faucets for water. A nine mile trail (Houston Mesa Loop Trail) exits the back of Horse Camp and provides access to Forest Service trails and land.

Two group sites (Fox 1 and 2) are located at the south side of Horse Camp. Both sites have large gravel parking areas and share a four riser flush toilet unit. Fox 2 has a large ramada with access to electrical power. Both sites have multiple picnic tables.

Houston Mesa	Campground	Horse Camp	Group Units
Host Sites	3	1	0
Drinking Water	Town of Payson	Town of Payson	Town of Payson
Toilet Type	4- flush toilets units 1- shower/toilet facility with 6 shower stalls and four flush toilets	4-flush toilets	1-four riser flush toilet facility
Toilet Vault Capacity	Northern Gila County Sewer System	Northern Gila County Sewer System	Northern Gila County Sewer System
Trash Bin Type	Dumpster provided by contractor	Dumpster provided by contractor	Dumpster provided by contractor
Accessibility	3	2	2
Elevation	5060'	5060'	5060'
Access	Paved	Mixed gravel and asphalt	Gravel
Trailer Limit	45'	45'	N/A
Number of Units	75	30	2
2009 Fee	\$20.00	\$16.00	\$95.00
2010 Fee	\$20.00	\$16.00	\$95.00
Minimum Operating Season	February-November	February-November	February-November
Three-Year Gross	2008	\$116,113.50	

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Revenue (2008-2010)	2009	\$131,912.58
	2010	\$122,092.18

Ponderosa Complex

The Ponderosa Complex is located 12 miles east of Payson on the south side of Highway 260. The complex is made up of a family campground and two group sites located on 48 acres of land on the south side of the highway.

The family campground consists of 61 sites. All sites come standard with picnic table, fire ring and pedestal grill. There are 11 vault toilets strategically placed throughout the site. A Forest Service well located on the north side of Highway 260 provides water to multiple faucets throughout the site. The site also has a dump station, amphitheater, and nature trail. Interior campground roads and parking spur surfaces are asphalt.

The two group units are located at the southern end of the family campground and consist of two drive through loops (E and F). There are multiple tables, grills, and fire devices at each of the two sites.

Ponderosa	Campground	Group Units	
Host Sites	2	0	
Drinking Water	Forest Service well	Forest Service well	
Toilet Type	11- Double Vault	1-Double Vault	
Toilet Vault Capacity	1,000 gallons	1,000 gallons	
Trash Bin Type	Dumpster provided by contractor	Dumpster provided by contractor	
Accessibility	3	2	
Elevation	5600'	5600'	
Access	Paved	Paved	
Trailer Limit	45'	N/A	
Number of Units	61	2	
2009 Fee	\$16.00	\$55.00	
2010 Fee	\$16.00	\$55.00	
Minimum Operating Season	April-October	April-October	
Three-Year Gross	2008	\$67,661.50	
Revenue (2008-2010)	2009	\$86,686.49	
	2010	\$73,930.89	

Sharp Creek Complex

The Sharp Creek Complex is located approximately 25 miles east of Payson on the south side of Highway 260. The complex consists of a family campground and three large group use areas.

The family campground consists of 30 sites in three loops. Each site comes standard with a picnic table, fire ring, lantern hanger, and pedestal grill. Two loops (Oak and Juniper) are open to

Park Descriptions (cont)

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RV and trailer camping while one loop (Pine) is open only to tent camping. There is a double vault toilets located strategically in each loop. Three sites meet barrier free standards. Interior roads and parking areas are all paved.

Three group sites are located south of the main campground. Each site consists of one 36x36 ramada, parking for up to 20 cars, picnic tables, a vault toilet, grills, a water faucet, and multiple fire devices. Manzanita group site #2 is handicapped accessible and each site has electric lighting.

Sharp Creek	Campground	Group Units
Host Sites	2	0
Drinking Water	Forest Service well	Forest Service well
Toilet Type	3- Double Vault	1-Double Vault at each site
Toilet Vault Capacity	1,000 gallons	1,000 gallons
Trash Bin Type	Dumpster provided by contractor	Dumpster provided by contractor
Accessibility	3	1
Elevation	6000'	6000'
Access	Paved	Paved
Trailer Limit	45'	N/A
Number of Units	30	3
2009 Fee	\$20.00	\$105.00
2010 Fee	\$20.00	\$105.00
Minimum Operating Season	April-October	April-October
Three-Year Gross Revenue (2008-2010)	2008 \$47,323.96 2009 \$65,158.70 2010 \$55,830.50	

Tonto Creek Complex

The Tonto Creek Complex can be reached from Payson by taking SR 260 east for approximately 20 miles and consists of two campgrounds (Upper and Lower) and two picnic sites (Horton Creek and Midway).

Lower Tonto Campground consists of six walk in family campsites and three group walk in campsites. Each site consists of a picnic table, fire ring, and a single tent pad. The group sites consist of two picnic tables, a fire ring, and two tent pads. There are two double vault CXT toilets that meet barrier free standards. A handicapped accessible path provides access to Tonto Creek and the sites. A large parking lot provides parking for 39 passenger vehicles. Currently the site has no potable water system or electricity.

Upper Tonto Creek Campground is located one mile north of Lower Tonto Creek Campground on 7 acres of land. Access to the facility is off a paved road, but the campground road and spurs are of a gravel composition. The family campground consists of nine sites with basic amenities

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(tables, fire ring, tent pad, and pedestal grill). There is one double vault CXT toilet. Two popular hiking trails, Horton Springs Trail and the Derrick Trail, originate from the Upper Tonto Creek campground.

Horton Creek Picnic Area and Trailhead is located just below the Upper Tonto Creek Campground on the opposite side of Tonto Creek. The site consists of a paved parking area, one CXT toilet, and five picnic sites. This site provides access to the picnic area and also parking for the Horton Creek Trail and the Derrick Trail.

Midway Picnic Area is located half-way between the Upper and Lower Tonto Creek Campgrounds. It consists of a paved parking area with capacity for 20 vehicles, one CXT toilet, and four picnic sites with tables.

Tonto Creek	Upper Campground	Lower Campground	Horton Creek Picnic Site	Midway Picnic Site
Host Sites	1	0	0	0
Drinking Water	Forest Service well	None	None	None
Toilet Type	1-double vault	2-double vault	1-single vault	1-single vault
Toilet Vault Capacity	1,000 gallons	1,000 gallons	1,000 gallons	1,000 gallons
Trash Bin Type	Dumpster provided by contractor	Dumpster provided by contractor	Trash cans	Trash cans
Accessibility	1	9	1	1
Elevation	5060'	5060'	5060'	
Access	Mixed: gravel and asphalt	Paved	Paved	Paved
Trailer Limit	20'	N/A	N/A	N/A
Number of Units	9	9	5 picnic	4 picnic
2009 Fee	\$14.00	N/A	N/A	N/A
2010 Fee	\$14.00	N/A	N/A	N/A
Minimum Operating Season	April-October	April-October	Year Round	Year Round
Three-Year Gross Revenue (2008-2010)	2008 \$7,623.00 2009 \$10,673.75 2010 \$9,751.00	N/A	N/A	N/A

Shoofly Village

Shoofly Village is located 5 miles northeast of Payson on the east side of Houston Mesa Road. Facilities provided at the site include a large parking area, six ramadas with picnic tables and grills, a vault toilet, and a handicap-accessible self-guided interpretive trail. The site interprets a

Park Descriptions (cont.)

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prehistoric Native American village that was occupied between A.D 1000 and 1250. This site will be managed as day use only.

Shoofly	Site
Host Sites	0
Drinking Water	N/A
Toilet Type	1-Single Vault
Toilet Vault Capacity	800 gallons
Trash Bin Type	Trash Cans
Accessibility	Yes
Elevation	6400'
Access	Paved
Trailer Limit	N/A
Number of Units	6 picnic
2009 Fee	N/A
2010 Fee	N/A
Minimum Operating Season	Year Round

East Verde Complex

The East Verde Complex includes four picnic sites located along the East Verde River. All sites are accessed from the Houston Mesa Road (Forest Road 199). All sites provide access to the East Verde River and are popular for swimming and fishing.

First Crossing Picnic Area is located seven miles northeast of Payson off of the Houston Mesa Road. This site was improved in 2010 and consists of a parking area with a capacity for 19 passenger vehicles, a CXT toilet, and multiple picnic tables.

Water Wheel Picnic Area is located 7.5 miles northeast of Payson off of the Houston Mesa Road. This site was improved in 2010 and consists of a paved parking area with a capacity for 40 passenger vehicles, a CXT toilet, and multiple picnic tables. This site has a historic water wheel and the foundations of several homestead buildings within the site.

Second Crossing Picnic Area is located 8 miles northeast of Payson off of the Houston Mesa Road. This site was improved in 2010 and consists of a parking area with a capacity for 29 passenger vehicles, a CXT toilet, and multiple picnic tables. The parking lot also provides access via trail to the popular Ellison Creek/Cold Springs area.

Third Crossing Picnic Area is located 8.5 miles northeast of Payson off of the Houston Mesa Road. This site was improved in 2010 and consists of a parking area with a capacity for 21 passenger vehicles, a CXT toilet, and multiple picnic tables.

East Verde	First Crossing	Second Crossing	Third Crossing	Water Wheel
Host Sites	0	0	0	0

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Drinking Water	None	None	None	None
Toilet Type	1-single vault	1-single vault	1-single vault	1-single vault
Toilet Vault Capacity	1,000 gallons	1,000 gallons	1,000 gallons	1,000 gallons
Trash Bin Type	Dumpster provided by contractor	Dumpster provided by contractor	Dumpster provided by contractor	Dumpster provided by contractor
Accessibility	1	1	1	2
Elevation	4800'	4800'	4800'	4800'
Access	Paved	Paved	Paved	Paved
Trailer Limit	N/A	N/A	N/A	N/A
2009 Fee	N/A	N/A	N/A	N/A
2010 Fee	N/A	N/A	N/A	N/A
Minimum Operating Season	Year Round	Year Round	Year Round	Year Round
Three-Year Gross Revenue (2008-2010)	N/A	N/A	N/A	N/A

THE FOLLOWING IS A DESCRIPTION OF EACH OPTIONAL BID SITE INCLUDED IN THIS PROSPECTUS.

Two-Sixty Trailhead

The Two-Sixty Trailhead is located 35 miles east of Payson off of State Highway 260. The site consists of a large dirt parking area, one CXT toilet and a double horse corral. The site provides access to the Highline National Recreation Trail and the Military Sinkhole Trail.

See Canyon Trailhead

The See Canyon Trailhead is located two miles north of the community of Christopher Creek about 30 miles east of Payson off of Highway 260. Access to the site is via Forest Road 284 which is not paved. The site consists of a large dirt parking area, one CXT toilet and a double horse corral. The site provides access to the Highline National Recreation Trail, See Canyon, and See Springs Trail. This site is also a popular fishing area.

Pine Trailhead

The Pine Trailhead is located 14 miles north of Payson off of Highway 87. The site consists of a large paved parking area, one CXT toilet and a double horse corral. The site provides access to the Highline National Recreation Trail, Arizona National Scenic Trail, Pine View Trail, Donahue Trail, and Pine Canyon Trail.

Fossil Springs Trailhead

Fossil Springs Trailhead is located seven miles west of the Village of Strawberry off of Forest Road 708. The first three miles of FR 708 are paved. The site consists of a large dirt parking

What Does the Government Furnish?

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area, one CXT toilet and a double horse corral. The site provides access to the popular Fossil Springs Trail.

East Verde Picnic Area

The East Verde Picnic Area is located five miles north of Payson off of Highway 87 along the East Verde River. The site consists of a small dirt parking area, one CXT toilet, and four picnic sites.

Flowing Springs Picnic Area

Flowing Springs Picnic Area is located five miles north of Payson off of Highway 87 on Forest Road 272. Forest Road 272 is not paved. The site consists of a large parking area, a single CXT toilet and 6 picnic sites with tables.

D. Government-Furnished Property

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

E. Government-Furnished Supplies

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

- Forms to report use and revenue (*see* Appendix 5 of the prospectus)
- A copy of the Forest Service publications, "Cleaning Recreation Sites," "In-Depth Design and Maintenance Manual for Vault Toilets," and "Vault Toilet Pumping Contract Specifications and Guidelines for Preparing Contracts."
- A copy of "Recreation Opportunity Guides," which the holder may reproduce at its expense.
- Title VI signs.

F. Utilities and Waste Management

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

Electrical

Only select host sites, select group sites, and the toilet facilities at Sharp Creek and Houston Mesa have electrical power. No individual sites have electrical power. The holder will be responsible for payments to electrical supplier.

Previous Provider
Arizona Power Service

- Usually the government just supplies the fixed assets of the park (e.g. buildings, tables, grills, etc)
- Generally, the concessionaire provides almost all equipment and personal property (e.g. trucks, mowers, boats, cleaning supplies, cars, computers, etc).
- Sometimes there may be a specialty piece of equipment provided by the agency (e.g. a special work boat) but this is not common
- Concessionaire provides cleaning supplies and consumables



Design Choice: Do we want to provide any of our equipment to the concessionaire?

Utility and Tax Information

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

400 West Longhorn Road
Payson AZ 85541
(928) 474-4818

Water

Water at all developed overnight sites is provided by a Forest Service well system except for the Houston Mesa Complex which is on the Town of Payson Water System and Lower Tonto Creek Campground which has no water system. It is the responsibility of the permit holder to ensure that the existing water systems area turned on for the operating season and properly shut down after the season (see Appendix 10 of the prospectus). The holder is required to become familiar with the different water systems so they can service and maintain them.

Previous Provider

Town of Payson Water Department
303 A North Beeline Highway
Payson AZ 85541
(928) 474-5242 x4

Garbage

The permit holder will be responsible for garbage removal at all sites. There are varying numbers and kinds of dumpsters at each site. Generally one or two dumps are needed per week, however at peak use, dumping may be needed more frequently. Prospective bidders are encouraged to visit each site in order to gain a better understanding of garbage requirements. The Sharp Creek Complex is required by Arizona Game and Fish to have bear proof dumpsters.

Previous Provider

Waste Matters Inc.
113 West Tonto Street
Payson AZ 85541
(928) 474-4818

Liquid and Solid Waste Disposal

The permit holder is responsible for pumping all vault toilets and septic systems at the developed recreation sites. Complete pumping of a sewage vault is considered to be needed when it reaches ¾ full. All holding tanks are pumped 2-3 times per year or as needed. Some locations receive use outside the normal camping season and vaults may not be completely empty at the beginning of summer operations. Restrooms are locked in the off season; however, in some incidental cases the restroom may be open for limited time. The permit holder will be responsible for pumping the incidental usage. In cases that it was determined the use was more substantial than what would be incidental the Forest Service will be responsible.

II. Forest Service Concession Programs and Policies

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

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

- Utility supplier information is helpful. Historic utility costs are even more useful
- Concessionaire will need to know precise location information, including the county and, if it is within an incorporated area, the town or city these facilities are in so they can research tax information
- Private companies operating on public lands must generally collect sales and lodging taxes, even if the public agency did not when it operated the facility itself
- Private companies may also owe some sort of leasehold excise tax, a substitute property tax in some jurisdictions for tenants who lease from an authority that does not pay property taxes

Reservations

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

A. National Recreation Reservation Service (NRRS)

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

Dennis Garcia
Region 3 NRRS Coordinator
Telephone: (505) 842-3443
Email: dggarcia@fs.fed.us
Facsimile: (505) 842-3800

John Cameron
Forest Service Contracting Officer's Technical Representative
Telephone: (850) 523-8589
Email: jhcameron@fs.fed.us

ReserveAmerica Inc.
2480 Meadowvale Boulevard, Suite 120
Mississauga, Ontario
Canada L5N 8M6
Inventory Help Desk: (877) 345-6777
Customer Service: (888) 448-1474
Email: nrrs-inventory@reserveamerica.com
Facsimile: (888) 742-5520

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

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

1. For each developed recreation site included in the NRRS, at least 60 percent of the units must be available for reservations. The rest of the units may be occupied on a first-come, first-served basis.

- Reservation windows vary by type of site and are as follows:

- Most campgrounds today accept reservations. The concessionaire will need to know if they can take reservations themselves or if they must use the agency's system
- For example, in the US Forest Service, all reservations are made through the National Recreation Reservations System, operated by Reserve America. The concessionaire duty is to interface with this authority



Design Choice: Who takes reservations?

Reservations (cont.)

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

Individual campsites: from 240 to 4 days prior to arrival date.
Group use areas: from 360 to 4 days prior to arrival date.

2. When the NRRS is utilized, the permit holder is responsible for on-site administration and will be required to:

- Obtain daily arrival reports (DARs) from the NRRS contractor each morning by establishing at least one central facsimile location, email address, or other means of obtaining and distributing DARs.
- Develop a system for posting reservations at the sites so other visitors know which units are reserved.
- Post and hold reserved sites for 24 hours.
- Ensure that the party with the reservation is the party using the site.
- Resolve any disputes over the use of reserved sites by drop-in campers.
- Verify that visitors hold a Golden Age or Golden Access Passport or the America the Beautiful–National Parks and Federal Recreational Lands Pass (ATB Pass) authorized under the Federal Lands Recreation Enhancement Act (REA), 16 U.S.C. 16 U.S.C. 6801-6814, before giving the discount on fees for those passes (*see* section II.B).
- Develop inventory data for sites being added to the NRRS, and update data for sites currently in the NRRS (including fees charged the public and temporary site closures). Submit data to the NRRS at least annually for data updates.
- Communicate to the NRRS any emergency closures or other relevant operational changes as they occur.
- Approve customer refunds as appropriate, and process them through the NRRS. NRRS refund policies can be found at <http://www.reserveusa.com/jsp/homepage.jsp?goto=/home/policies.html>.

Because reservations can be made up to a year in advance for group sites and up to 240 days in advance for family sites, the NRRS is currently accepting reservations for the 2012 operating season. Fees received by the NRRS for reservations after December 31, 2011 will be held by the Forest Service and distributed following issuance of a special use permit to the successful applicant. In the final year of the permit, fees will be held in the same manner until a new permit is issued. The permit holder will honor reservations made prior to issuance of the permit at the price in effect when the reservations were made.

B. Pass Discounts

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

- In the case of third-party reservations, the concessionaire must know where their responsibilities begin and the reservation service's end.

Pass Discounts

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

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

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

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

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

- Christopher Creek Campground
- Houston Mesa Campground and Horse Camp
- Ponderosa Campground
- Sharp Creek Campground
- Upper Tonto Creek Campground
- Lower Tonto Creek Campground

The following is a list of sites covered by this prospectus where the 50 percent discount for passes **does not** apply:

- Shoofly Village Interpretive Site
- Christopher Creek Picnic Site
- First Crossing Picnic Site
- Second Crossing Picnic Site
- Third Crossing Picnic Site
- Water Wheel Picnic Site
- Horton Creek Picnic Area
- Midway Picnic Area
- All optional bid sites also fall under this category

Standard Amenity Recreation Fee Sites Under REA [Reserved]. The Forest Service is proposing a revision to FSM 2344.3 to address treatment of standard amenity recreation fee sites in the concession program. The agency reserves the right to amend a special use permit issued under this prospectus to be consistent with any change in that directive.

C. Camp Stamps

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

D. Site Closures

The Forest Service reserves the right to close all or a portion of any area in this prospectus for repair; construction; floods, snow, extreme fire danger, or other natural events; wildlife protection; or risks to public health and safety. The Forest Service shall not be liable to the

- Existing pass discount programs (e.g. an annual pass that allows free entry to all state parks) require a lot of care when crafting a concession Prospectus.
- Its difficult for concessionaires to be financially viable if they have to give discounts for passes for which they receive no share of the revenue
- On the other hand, exempting concession-run facilities from pass programs is confusing and irritating to the public
- As a minimum, pass requirements must be clear in the Prospectus
- Concessionaire can be encouraged to create its own annual pass
- Concessionaire can be reimbursed at some discounted rate for accepting agency's pass



Design Choice: Will existing state pass programs apply to concession-run facilities?

Reporting

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

permit holder for lost revenue, operating costs, or any other losses resulting from these closures. However, for fee calculation purposes, the permit shall be placed in non-use status as provided by FSH 2709.11, section 31.23.

E. Administrative Use

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

F. Applicable Forest Orders

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

G. Fee Tickets and Compilation of Use and Revenue Data

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

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

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

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

In addition, year-end use reports must include:

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

- Since most concessions pay rent as a percentage of revenues, revenue reporting rules must be clear
- Revenue generally excludes sales and lodging taxes, and sometimes non-collectable funds (e.g. NSF checks)
- Revenue is often reported by category (e.g. camping vs. day use) as some revenue categories are sometimes treated differently in fee payment calculations (e.g. low margin fishing license and gasoline sales)
- Be careful of concessionaire giveaways in which the concessionaire captures the revenue in a subsidiary that does not pay rent (e.g. free boat rentals given away to guests at a private hotel owned separately by concessionaire)
- If you want any other reporting, e.g. visitation numbers, make sure this is disclosed in the Prospectus

Agency Rules

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

H. Customer Service Comment Cards

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

I. Performance Evaluations

At a minimum, the Forest Service will perform a year-end performance evaluation within four months of the close of the operating season (see Appendix 7 of the prospectus). An unsatisfactory rating may be cause for suspension or revocation of the special use permit. Sustained satisfactory performance is required for a permit extension.

J. Accessibility

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

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

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

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

K. Camping Unit Capacity

Number of Vehicles per Camping Unit

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

- Typically, the agency will apply its public accommodation rules (e.g. non-discrimination, ADA) to the concessionaire
- Typically the agency will not apply its internal administrative and procurement rules to the concessionaire (e.g. three bids for all purchases)

Agency Rules (cont.)

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

Group Site Capacity

The capacity established for group sites is as follows:

Christopher Creek Group: Site will accommodate up to 25 people and 8 vehicles.

Houston Mesa: Fox 1 will accommodate up to 65 people and 20 vehicles.
Houston Mesa: Fox 2 will accommodate up to 65 people and 20 vehicles.

Ponderosa: E-Loop will accommodate up to 50 people and 10 vehicles.
Ponderosa: F-Loop will accommodate up to 50 people and 10 vehicles.

Sharp Creek: Manzanita 1 will accommodate up to 75 people and 20 vehicles.
Sharp Creek: Manzanita 2 will accommodate up to 75 people and 20 vehicles.
Sharp Creek: Manzanita 3 will accommodate up to 75 people and 20 vehicles.

Lower Tonto Creek: Site one will accommodate up to 20 people
Lower Tonto Creek: Site two will accommodate up to 20 people
Lower Tonto Creek: Site three will accommodate up to 20 people

Day Use Site Capacity

Shoofly Village Interpretive Site: 30 passenger vehicles
First Crossing: Site will accommodate 19 passenger vehicles
Second Crossing: Site will accommodate 29 passenger vehicles
Third Crossing: Site will accommodate 21 passenger vehicles
Water Wheel: Site will accommodate 40 passenger vehicles
Christopher Creek: Site will accommodate 10 passenger vehicles
Horton Creek: Site will accommodate 15 passenger vehicles
Midway: Site will accommodate 25 passenger vehicles

L. Stay Limit

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

M. Fees Charged to the Public

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

Permit holders may not charge for any of the following:

- Solely for parking, undesignated parking, or picnicking along roads or trailsides.
- General access, unless specifically authorized by REA.

- It is important to disclose specific rules about site capacity, stay limits, and other special rules to prospective concessionaires
- Where the agency does not have any existing such rules, it may ask the concessionaire to outline the rules it proposes to enforce.
- Often many rules, like quiet time and alcohol policy, may be made jointly



Design Choice: Who sets Innkeeper and park visitor rules?

Fees & Law Enforcement

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

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

N. Law Enforcement

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

O. Other Pertinent Information

Emergency Response

The holder should be prepared to respond to any emergencies (medical, law enforcement, facility breakdown, fire, flood, etc.) that might occur in and around the facilities covered under the permit. The holder will report personal and/or vehicular accidents within 24 hours to the Forest Service in writing.

Concession Administered Pass

The bid package must include an annual pass, sold and administered by the concessionaire, which allows entry into district sites excluding campgrounds. The pass shall be available to the public on January 1, 2012. Prospective bidders should describe the pass, how it will be administered, where it will be sold and how much it will cost. Applicants should provide detailed information regarding how they will fulfill the concessionaire's responsibility for providing an annual pass. Fees charged for the pass may be retained by the holder.

- Fees
 - At the end of the day, the Agency should always have final approval over fees and fee changes
 - In turn, the Agency should expect to grant reasonable requests by concessionaires to change fees if these are well justified by costs and competitive data
 - Many agencies make fees to the public part of the bid process, pushing private companies to compete in bidding the lowest fees to the public.
- Law Enforcement
 - For many agencies, on-site law enforcement officers are a security blanket that may not be needed (and is very expensive)
 - Concessionaires handle most small issues (e.g. fee, parking disputes). Will have a plan crafted with sheriff or other LEO organization for callout in dangerous or criminal situations

Other Issues Important to the Agency

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

Vandalism

The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct. Contact the appropriate law enforcement office when necessary.

Disease

Applicants should describe how they will manage diseases in the permit area. We are in an identified potential Hantavirus, plague, and West Nile environment.

Communication Systems

The holder is required to provide a means of communication (e.g., two way radios, cellular phones, etc.) between all employees, the Forest Service, the National Recreation Reservation System, and emergency response agencies. Applicants should describe how they will ensure complete, timely, and accurate communication between all affected interests. Applicants should also describe who will be the holder's on site representative(s) and how that person will communicate with the Forest Service.

Fire Prevention

The applicant must include a fire prevention plan in the application that addresses, as a minimum:

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

Use of Fee Site by Non-Fee Guests

Incidental individual recreational use of toilets and or potable water facilities in fee sites by visitors other than campground occupants, such as hikers, bikers, sight seers, and the casual passerby will be allowed at no charge.

Pest Control

Applicants should describe how they will control pests in the permit area. All pest control will be coordinated with the Forest Service.

Recycling

Recycling of all materials is encouraged. Holder supplied recycling receptacles will be subject to approval by the Forest Service. The holder will be responsible for emptying recycled materials from the receptacles and removing them from the campground to an approved recycling facility. Any proceeds from the sale of recycled materials may be retained by the permit holder.

Signs and Posters

Signs or other advertising posted on National Forest system lands must be approved by the authorized officer as to location, design, size, color, and content. All signs must be of professional quality and maintained in a good condition (neat, clean, not faded or torn). Handwritten signs or posters are not allowed.

The holder will be required to have a sign posted at the entrance of all sites, stating that the site is run under a permit from the U.S. Forest Service and include the name of the holder.

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

Marketing

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

All forms of advertising must contain the following words: "XXX Company is an equal opportunity provider."

Wildlife Mitigation

Campgrounds attract wildlife through the presence of food, trash, and other strong odors, such as personal toiletry items that are typically kept at individual camp sites. In order to prevent wildlife encounter problems, campers must keep these items secured (enclosed) within hard sided vehicles or hard sided camping units when they are not physically present at their campsite and during night time sleeping hours. Campground hosts must inform campers of this need and that, for example, trash bags hanging in trees, coolers or grills left out, or combustible odorous trash items left in a fire ring to be burned later will attract wildlife. Campground hosts also need to inform campers that failure to properly store all such items can and has resulted in the destruction of offending wildlife and is a violation of Forest Special Order No. 01-457.

Bear, Cougar, and other Predators

Applicants should describe how they will manage for predators. All sites have the potential to be visited by predators. The Arizona Game and Fish Department (928) 367-4281, and the Forest Service must be notified when predators/dangerous animals are observed in or near the developed areas.

Grazing Permittees

National Forest lands adjacent to these recreation sites and facilities area grazed by cattle under Forest Service permits. Fenced pastures usually keep cattle from wandering in the campground area. However, cattle occasionally wander into the campground due to breaks in the fence. The permit holder is expected to work with the grazing permittee to manage the situation in a cooperative and amiable manner maintaining a positive relationship.

Hazard Tree Removal

The permit holder will have to conduct pre-season inspection of the campgrounds to identify existing and potential hazards, including hazard trees. The permit holder also will be responsible for monitoring and identifying hazard trees during the operating season. After securing written approval from the authorized officer, the permit holder's financial responsibility for removing hazard trees and associated slash will not exceed \$3,000.00 per year. The annual operating plan will address appropriate disposal of hazard trees and slash.

Interpretive Services

Interpretive services enhance a visitor's recreation experiences and appreciation of natural and cultural resources. Interpreters educate, entertain, exhibit, inform, and communicate with people by provoking thought. Acceptable interpretive services subject include local history, archaeology, natural and cultural resources, wildlife, astrology, etc. Interpretive services can attract visitors to campgrounds and encourage repeat visits. Concessionaires who provide interpretive services may see economic benefits resulting from satisfied customers. Concessionaires may charge for interpretive programs and materials provided directly by concessionaire.

These are all issues that may vary by agency. Let the concessionaire know if it has a particular responsibility and ask how they intend to fulfill it

Contract and Division of Responsibilities

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

Butane and Propane Installations

For safety and regulatory reasons, the permit holder is not allowed to install or store bulk butane or propane.

III. Special Use Permit

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

A. Permit Term

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

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

B. Permit Holder Responsibilities

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

Responsibility for Day-to-Day Activities

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

Permit Holder-Furnished Supplies and Equipment

The permit holder will be required to provide all vehicles, equipment, and supplies necessary to operate the authorized developed recreation sites in accordance with the special use permit.

Holder-Furnished Vehicles

- Park concession contracts always entail a division of responsibilities. Make sure these are as clear as possible, e.g.
 - Who provides the utilities
 - Who is doing interpretation / education
 - Who is monitoring wildlife & biology
 - Who makes hazard tree inspections
 - Who provides law enforcement
- Requests for proposals always include a sample contract



Design Choice: Clear division of responsibilities between the two partners

Maintenance

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

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

Holder Maintenance, Reconditioning, or Renovation (MRR)

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

C. Granger-Thye Fee Offset Agreement

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

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

The holder must perform GT fee offset work. When that work includes construction that costs more than \$2,000, it is subject to the Davis-Bacon Act and the GT fee offset agreement must contain Davis-Bacon Act wage provisions. Additionally, indirect costs may be offset provided the holder submits either a currently approved indirect cost rate or accounting procedures and supporting documentation to determine an indirect cost rate (see Appendix 13 of the prospectus).

The holder's claims for GT fee offset must be documented using the FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification Form (see Appendix 14 of the prospectus). This form requires the holder to itemize allowable costs incurred for an approved GT fee offset project and to certify the accuracy and completeness of claims.

- There are almost always shared responsibilities on maintenance
- Concessionaire almost always does minor, day to day maintenance, cleaning, and landscaping
- Assignment of responsibility for major maintenance between landlord and tenant often depends on length of contract and initial condition of the park.
- Granger-Thye Fee Offset is a process by which the US Forest Service allows the concessionaire to complete major maintenance projects that would typically be the landlord's responsibility and get a credit against fees for the cost of the work.
- More on maintenance and fee offset in the contract discussion later



Design Choice: Length of contract vs. responsibility for long-term maintenance

Bidders Must Know How to Bid

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

D. Insurance

Liability Insurance

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

IV. Application

A. Instructions for Submitting Applications

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

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

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

Applications and all supporting documents, including the business plan, must be received by 4:30 p.m. on 05/06/2011. Your completed application should be returned to:

Send (1) copy to:

Gene Blankenbaker
Forest Supervisor, Tonto National Forest
Attention: Greg Schuster
2324 E. McDowell Road
Phoenix, AZ 85541

Send (5) copies to:

Chelsea Muise
Recreation Officer, Payson Ranger District
1009 East Highway 260
Payson AZ 85542

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

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

- Remember, submissions are often lengthy – a bid might fill a 4-inch notebook
- The USFS assigns a cross-functional team to evaluate bids and recommend a winner to the line officer
- State law may control how bids are offered and evaluated.

Boilerplate

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

Corporations also must include:

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

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

Applicants should contact Chelsea Muise at (928) 474-7900 or clmuise@fs.fed.us regarding any questions related to this prospectus.

B. General Terms, Qualifications, and Reservations

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

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

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

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

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

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

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

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

- Your agency has boilerplate and standard clauses too that need to be included.
- For most agencies, operations quality is more important than the amount of rent. If allowed under your state law, reserve the right to
 - Not take the bidder who bid the highest rent
 - Reject all bids, particularly if none meet a minimum level of competence or quality

What Do You Want to See From Bidders?

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

The Forest Service is proposing a revision to FSM 2344.3 to address how passes and passports are honored in the concession program. The agency reserves the right to amend the special use permit consistent with any change to that directive. In addition, the Forest Service reserves the right to amend the special use permit, to make it consistent with applicable laws and regulations, including REA; other Forest Service directives; or other management decisions.

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

C. Application Package Requirements

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

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

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

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

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

Below are highlights of what needs to be addressed in the proposed annual operating plan. For more detail, see the sample annual operating plan in Appendix 9 of the prospectus.

Operating Season

Applicants need to propose the period in which they will operate the sites listed in the prospectus. All sites must be open and operational seven days per week during the minimum operating season, unless a Forest Service closure order is in effect.

Staffing

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

- Typical Requirements
 - Detailed operating plan (staffing, procedures, capabilities)
 - Detailed marketing and customer service plan
 - Bidder financial strength
 - Bidder experience in similar parks and references
 - Fees charged to public
 - Rent percentage

Bid Requirements (cont.)

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

address staff training for effective customer service, conflict resolution, area-specific emergency procedures, and dissemination of recreation and tourism information.

Supervision and Management

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

Uniforms and Vehicle Identification

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

2. Business Plan, Business Experience, and References

Applicants must submit a business plan utilizing the format in Appendix 16 of the prospectus. This part of the application package must be a separate document. The business plan provides a thorough analysis of an applicant's vision of the proposed business. A good business plan is essential for running a successful business, maintaining and improving the business, and raising needed capital.

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

Performance Evaluations

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

References

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

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

3. Financial Resources

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

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

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

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

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

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

Applicants also must complete blocks 1 through 5 of form FS-6500-25, Request for Verification (see Appendix 18 of the prospectus) and submit the signed and dated form with the application. The Forest Service will forward the FS-6500-25 for the most qualified applicant to the Albuquerque Service Center for processing. The auditor assigned to conduct the FAD will send a copy to each financial institution with which the applicant does business. The financial institutions must complete blocks 6 through 15 of the form and mail the completed form to USDA Forest Service, Albuquerque Service Center, Attention: Auditor, ASC-B&F, 101 B Sun Ave NE, Albuquerque, NM 87109.

4. Fees Charged to the Public

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

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

Bid Requirements (cont.)

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

5. Fee to the Government

The Government is obligated to obtain fair market value for the use of its land and improvements. The minimum fee is \$18,239.10 per year. The minimum fee is the concession's average gross revenue for the past three years multiplied by the current 30-year Treasury bond rate. The minimum fee will be adjusted at the end of the first five years of the permit term if the permit is extended for five years.

Minimum Fee Calculation

Year	Gross Revenue
2008	\$306,986.25
2009	\$380,558.33
2010	\$344,857.38
Total	\$1,032,401.96

Total gross revenue \div 3 = average gross revenue

$\$1,032,401.96 \div 3 = \$344,133.97$

Average gross revenue multiplied by the current 30-year Treasury bond rate = the minimum annual fee. In the following example, the 30-year Treasury bond rate is 5.3 percent.

$\$344,133.97 \times 0.053 = \mathbf{\$18,239.10}$

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

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

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

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

6. Application Fee

Cost Recovery

Applications submitted in response to this prospectus are subject to cost recovery pursuant to 36 CFR 251.58(c)(1)(ii) and (c)(3)(iii). Applicants must submit a processing fee of \$200.00 to cover the cost of the prospectus and review of the application. Payments due the United States for this application must be paid in the form of a bank draft, money order, or cashier's check payable to the USDA-Forest Service. Payments will be credited on the date received by the designated Forest Service collection officer or deposit location. Additionally, the selected

- Most concessions have rental fees based on a percentage of revenues.
- Agency can set a minimum, but it's not usually necessary if the bidding is competitive.
- A minimum fee is most necessary necessary if, due to local law or rules, the agency cannot choose to reject all bids
- Most concessions for whole parks pay between 5 and 18%, with a few outliers higher or lower than this range.



Design Choice: Fixed cost pr revenue sharing?

What About Fixed Price Bids?

Advantages

- Most flexible – can be used even if parks do not or cannot charge a fee
- More familiar to most government procurement departments than concession / revenue-sharing contract

Disadvantages

- Poor incentive alignment – concessionaire makes most money when customers don't come, so there is no reward for good service
- Generally require general funds, which must be re-appropriated each year

Where possible, most recreation partnerships structured as concession or revenue-sharing contracts rather than fixed-cost contracts

Bid Evaluation Criteria Ranking

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

applicant will be responsible for the costs of preparing and issuing the permit and conducting a FAD, unless the Forest Service has conducted a FAD for the applicant within the past year. If a FAD has been completed for the applicant within the last 12 months, the applicant will be responsible for the cost of adjusting it to reflect any change this selection will have on the applicant's financial ability.

D. Evaluation of Applications

A Forest Service evaluation panel will evaluate each application utilizing the non-fixed weight method.

The following evaluation criteria are listed in descending order of importance:

1. Proposed annual operating plan (including required and optional services).
2. Business plan, business experience, and references.
3. Customer Service
4. Fees charged to the public.
5. Ability to perform G-T offset projects
6. Fee to the Government.

Evaluation Criteria #1 is the most important of all the evaluation criteria. **Especially important is how the applicant responds to "Other Required Services" and "Other Optional Sites" in the Operating Plan** (see Appendix 9). The remaining criteria (2-6) are listed in descending order of importance. The following are the qualitative factors for each criterion:

BLUE (Exceeds) - The proposal is very comprehensive, in-depth, clear and uniformly outstanding in quality. Consistently high quality performance can be expected. The proposal, as written, exceeds requirements and demonstrates an exceptional understanding of goals and objectives of the acquisition. One or more major strengths exist. No significant weaknesses exist.

GREEN (Acceptable) - The proposal meets all minimum requirements and generally is of high quality. Proposal demonstrates an acceptable understanding of goals and objectives of the acquisition. There may be both strengths and weaknesses, but the strengths outweigh the weaknesses. Deficiencies are minor and easily corrected. Proposal is acceptable as written. Satisfactory performance can be expected.

YELLOW (Marginal) - The proposal fails to meet minimum requirements. Proposal demonstrates a fair understanding of the goals and objectives of the acquisition. Weaknesses outbalance any strengths that exist. Weaknesses will be difficult to correct and would require negotiations.

RED (Unacceptable) - The proposal fails to meet minimum requirements. Proposal fails to meet an understanding of the goals and objectives of the acquisition. The proposal has one or more significant weaknesses that will be very difficult or impossible to correct. Major proposal revision(s) are required for minimum acceptability.

The Forest Service will consider only the applicant's written application package and any past performance information obtained by the Forest Service. During the evaluation process, the evaluation panel may contact any references, including all federal, state, and local entities that

- The biggest source of bid protests and problems is not being clear and consistent on the bid evaluation criteria and their ranking
- Example mistakes
 - "We chose the winner because we liked the fact that they were a non-profit" when non-profit status was not a bid criteria
 - "They have no experience but offered us the most money" when the bid criteria ranked experience over rent payments.



Design Choice: What are our real criteria for choosing a winning bid?

After The Bid is Awarded

Prospectus for Campground and Related Granger-Thye Concessions, Tonto National Forest, Payson Ranger District

have had a business relationship with the applicant. The evaluation panel also may consider past performance information from other sources.

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

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

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

The Forest Service reserves the right to rescind the prospectus at any time before a special use permit is issued. If the Forest Service rescinds the prospectus, application fees will be returned.

V. Post-Selection Requirements

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

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

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

- Winners must produce a number of required documents prior to beginning work or risk losing the contract

Operating Plan Template

*Appendix 9: Sample Annual Operation Plan: Prospectus for Campground and Related Granger-Thye Concessions,
George Washington & Jefferson National Forests*

Annual Operating Plan

Table of Contents

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

- A great part of concessionaire bids will be the proposed annual operating plan. This is where the agency gets detailed commitments on a myriad of operating details

Operating Plan Guidance 1

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

1. Operating Season:

The minimum season is: **<Insert minimum season dates>**, as described in the prospectus in II.C. Recreation Site Description.

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

2. Staffing:

The holder will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the permit.

State and Federal laws governing employment, wages, worker safety, etc. must be met. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, Davis-Bacon Wage Rates (for G/T fee off-set), workers' compensation, OSHA regulations, ADA, and immigration laws regarding employment of legal aliens.

2a. Supervision/Management:

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

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

2b. Personnel

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

2c. Employee Training

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

2d. Employee Conduct

Provide your company's employee conduct policy.

2e. Uniforms and Vehicle Identification

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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

Describe in detail attire for all employee positions.

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

Describe in detail vehicles used.

3. Customer Service:

Customers and the visiting public will be responded to in a professional manner to contribute towards a safe and enjoyable experience on the National Forest. A customer service comment card system must be provided. The customer service comment card contained in Appendix 7 may be proposed.

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

4. Operations:

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

4a. Water Systems

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

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

Describe a process to operate, inspect, test, and maintain the water systems addressing the standards described above.

4b. Interference with Normal Use of Recreation Sites

Operating Plan Guidance 2

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

Operation, maintenance, and cleaning of grounds and facilities can interfere with the recreational use of the areas by the visiting public.

Describe measures to limit inconvenience and disruption of use by the public.

4c. Standards for Site Facility Cleaning and Maintenance

The holder shall be responsible for meeting the standards listed below when cleaning and maintaining facilities.

Describe how the following ten items (4c1. – 4c11.) will be identified and accomplished.

4c1. All Facilities

Facilities are maintained free of graffiti.

Facilities are clean and well maintained.

Numbers of visitors and vehicles do not exceed site capacity.

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

Utility systems meet applicable state and local regulations.

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

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

4c2. Toilets

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

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

Toilets are clean and free of objectionable odor.

Restrooms are functional and in good repair.

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

4c3. Tables

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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

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

4c4. Fire Rings and Grills

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

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

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

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

4c5. Grounds

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

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

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

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

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

4c6. Roads and Trails

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

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

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

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

4c8. Water Hydrants

Operating Plan Guidance 3

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

Water hydrants meet state and federal standards.

Maintain functional gravel sumps.

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

4c9. Trash Receptacles

Garbage does not exceed the capacity of the garbage containers.

Garbage locations are clean and free of objectionable odors.

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

All garbage containers shall be bear resistant.

4c10. Signs, Bulletin Boards, and Fee Stations

Information boards look fresh, professional, uncluttered, and contain appropriate current/seasonal information. Multi-lingual information is provided as needed. Signs, bulletin boards, site markers, and fee stations are well maintained, neatly arranged, and meet Forest Service signage standards.

4c11. Swim beaches

Swimming areas shall meet state and federal safety standards.

Floats and lines that designate the swim area shall be maintained by the permittee.

5. Safety:

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

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

5a. Safety inspections

An annual all encompassing safety and health inspection will be performed prior to the high use season. This inspection will document all safety and health problems discovered, note corrective action to be taken, and document completion of corrective actions or mitigating measures.

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

Additionally, continuing attention will be made to new situations presenting a safety or health concern during the operating season. These discoveries, corrective actions or mitigating measures taken will be documented in writing.

5b. High risk conditions

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

5c. Removal of hazardous objects

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

5d. Identification and removal of hazardous trees

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

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

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

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

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

5e. Safety training for employees

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

6. Signs and Posters

All signs must be maintained in a good condition (neat, clean, not faded or torn). Replacement of standard Forest Service signs is the responsibility of the Forest Service. Homemade signs or posters

Operating Plan Guidance 4

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

are not allowed. Additional signs should be reviewed by the authorized officer as to location, design, size, color, and content. Commercial advertising is not allowed.

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

6a. Entrance sign

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

6b. Title VI compliance

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

7. Holder advertising

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

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

Describe proposed media for advertising.

8. Fire Prevention

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

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

9. Road and Trail Maintenance

The holder is responsible for maintaining vehicular and pedestrian access in a safe and passable condition and to Forest Service standards. This responsibility includes, but is not limited to, mowing road shoulders

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

and around parking barriers for visibility; filling chuck holes with asphalt materials on paved surfaces; grading and/or controlling dust on unpaved surfaces; and erosion control through grading, ditching, or use of check dams, regardless of where needed. Grading of gravel surfaced roads averages ___ times per year. Culverts must be kept free of debris.

Describe a road maintenance schedule to accomplish these needs.

10. Law enforcement and security

Forest Service, state, and local law enforcement and the holder each have enforcement roles at concession recreation sites. Appendix 9 clarifies the law enforcement authorities and responsibilities at concession operated recreation sites (FSM ID 2340-96-1).

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

11. Communication Systems

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

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

12. Herbicides and Pesticides

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

Describe intentions to use specific products.

13. Boating Safety

All use of water craft shall comply with present and future laws, regulations, and other legal requirements.

Describe how boating safety will be accomplished.

14. Interpretive programs

Interpretive presentations may address natural and cultural resources, fisheries and wildlife, fire management, water resources, or other topics relative to the National Forest and its management.

Operating Plan Guidance 5

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

Interpretive services can take the form of campfire programs, guided walks, brochures, children's activities, displays, or other similar items.

The holder may not charge for interpretive services. The holder may subcontract the provision of interpretive services with other organizations such as museums, historic societies. The FS retains the right to present programs at any campground or other recreation site on the National Forest, subject to coordination with the holder to avoid conflict with other scheduled activities.

Describe a proposed interpretive services plan to include frequency, content, etc., as outlined in Section IC of the Prospectus

15. Recycling

Recycling of all materials is encouraged.

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

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

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

The following is a list of approved sales:

- ❖ sale of firewood
- ❖ sale of camping supplies
- ❖ sale of fishing supplies
- ❖ sale of state fishing licenses
- ❖ sale of state hunting licenses
- ❖ sale of propane using an exchange-a-tank system only
- ❖ sale of miscellaneous food items (ice, soda, bottle water, etc.)
- ❖ sale of photographic supplies
- ❖ sale of informational and interpretive materials (i.e., books)
- ❖ sale of miscellaneous clothing sales
- ❖ sale of miscellaneous souvenirs
- ❖ fee for full service hook-ups
- ❖ fee for electricity
- ❖ fee for RV/camping trailer storage
- ❖ fee for boat storage, both wet and dry
- ❖ fee for showers
- ❖ fee for canoe/boat rehaul
- ❖ fee for concession provided public fax services
- ❖ fee for concession provided public phone services
- ❖ rental of fishing equipment
- ❖ rental of bikes

Appendix 9: Sample Annual Operation Plan; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

- ❖ rental of on-site, concession-owned camping trailers
- ❖ rental of canoe/boats. (Boats must be less than 25 feet in length. Excluded from rental are ski boats, speed boats and jet skis.)
- ❖ providing local fishing clinics (not O/G services)
- ❖ providing SCUBA lessons
- ❖ guided interpretive tours
- ❖ vending machines
- ❖ battery charging facility

The Contract

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

Appendix 10

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

The Parks to be Managed

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

Authorization ID: #AUTH_ID#

FS-2700-4h (03/06)
OMB No. 0596-0082

Contact ID: #HOLDER_ID#
Use Code: #USE_CODE#
Expiration Date: #EXPIRATION_DATE#

U.S. DEPARTMENT OF AGRICULTURE
Forest Service
SPECIAL USE PERMIT FOR
CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS
Authority: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d
(Ref. FSM 2710)

#HOLDER_NAME#, #HOLDER_ADD_LINE_1#, #HOLDER_ADD_LINE_2#, #HOLDER_ADD_LINE_3#, #HOLDER_CITY#, #HOLDER_STATE#
#HOLDER_ZIP#

#HOLDER_NAME# (the holder) is hereby authorized to use and occupy National Forest System lands, subject to the conditions below, on the
[] National Forest.

#PURPOSE#

FACILITY	LEGAL DESCRIPTION	ACRES	DISTRICTS
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]

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

THIS permit is issued for the purpose of operating and maintaining a Forest Service developed recreation site(s) as provided herein and in the attached annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F) **<Add any other appendices as needed or delete highlighted text>**, all of which are hereby made a part of this permit.

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

- Identify the parks.
- Appendix should have maps with exact boundaries of concession responsibilities

Term

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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

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

C. TERM. This permit shall expire at midnight on December 31, [] years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

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

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

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

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

H. CHANGE IN CONTROL

1. Notification. The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated. If the holder is a corporation, change 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

- There is always a termination date
- There may be an optional extension period, usually at the agency's sole discretion
- Agency must approve change in control

Annual Operating Plan

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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

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

II. OPERATIONS, MAINTENANCE, AND RECONDITIONING

A. ANNUAL OPERATING PLAN

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

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

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

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

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

D. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN. The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder

- The concessionaire made a number of operating commitments (staffing, cleaning frequency, hours, seasons) in their bid. These need to be included in the contract
- However, its too hard to keep amending the contract for small changes in operations.
- Therefore, concessionaire typically creates an annual operations plan, the most recent version of which is considered an attachment to the contract

Restrictions

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

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

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

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

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

H. SIGNS. Signs or other advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size, color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

I. NONDISCRIMINATION.

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

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

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

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.

- The contract will put any number of obligations and restrictions on the concessionaire. In general, the concessionaire cannot alter the character, the facilities, the fees, or the services offered at a park without the agency's permission

Indemnity

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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

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

III. RIGHTS AND LIABILITIES

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

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

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

D. WATER RIGHTS. This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.

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

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

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

2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit, including damage to government-owned improvements covered by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to

- Concessionaire will generally indemnify agency against damage to property resulting from its actions and omissions
- Concessionaire will generally indemnify agency against liability and lawsuits arising from normal operation of concession, e.g.
 - Concessionaire defends lawsuit by customer for slip and fall
 - Government defends lawsuit by environmental group over existence of the facility

Indemnity, Cont.

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the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

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

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

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

USER NOTES FOR CLAUSE III.I

Select the appropriate clause III.I below, in accordance with the type of insurance and holder.

Selection Item 1: For policies with separate limits of coverage for personal injury or death and third party property damage, use the following clauses III.I, III.I.1, and III.I.2.

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

- Concessionaire provides insurance (property, auto, liability) sufficient to cover its assumed liabilities.
- Concessionaire insurance generally does not cover liabilities for which it is not responsible (e.g. damage to facilities from acts of God)

Insurance

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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:

\$ _____ for injury or death to one person,

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

\$ _____ for third-party property damage.

2. Property. The holder shall have in force property insurance for _____ in the minimum amount of _____ which represents _____ of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

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

Selection Item 2: For policies with combined single limits of coverage for personal injury or death and third-party property damage, use the following clauses III.I, III.I.1, and III.I.2.

If the prospective holder is a state or one of its political subdivisions that has statutory or constitutional authorities limiting its liability or obligation to indemnify, the authorized officer shall prepare a risk assessment to determine the potential for loss to the United States from personal injury, death, or property damage caused by the prospective holder's use and occupancy. If the authorized officer determines based on the risk assessment that the potential for personal injury, death, or property damage caused by the prospective holder's use and occupancy exceeds the limitations on the liability or indemnification obligation of the state or its political subdivision, the prospective holder shall, as a precondition to issuance of this permit, procure insurance under the terms of clause III.I of this permit in the amount determined in the risk assessment that exceeds the liability or indemnification limitation of the state or its political subdivision.

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

- Liability limits generally from \$1 to \$5 million
- While this form sets out property coverage as an amount, property insurance is not issued this way. Most contracts have concessionaire cover damage to their own property and any damage they cause to government property. If agency wants concessionaire to pay for blanket fire insurance on buildings or other assets, these assets must be specifically enumerated with insurance values

Performance Bond

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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 \$ #LIAB_INS_AMOUNT# as a combined single limit per occurrence.

2. Property. The holder shall have in force property insurance for in the minimum amount of which represents of the insured property. The types of loss to be covered by this clause shall include but not be limited damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

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

Selection Item 3. If the prospective holder is a federal agency, use the following clause III.I.

I. DAMAGE TO NATIONAL FOREST INTERESTS, PROPERTY, OR RESOURCES. As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the permit area. This provision is intended to shield the appropriations of the Forest Service from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

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

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

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

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

- Increasingly asked for by agencies. Can ask for guarantee of a year's annual payment, or the costs to manage facility if concessionaire must be replaced.
- Increasingly difficult to obtain, and expensive – costs 3-5% of bond amount per year
- Almost totally useless – seldom pay off except in case of outright bankruptcy, as there are often complicated arguments in a non-performance situation that gives bonding agency excuse not to pay.

Fees and Payment Terms

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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

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

IV. PERMIT FEES AND ACCOUNTING RECORDS

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

B. DEFINITIONS

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

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

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

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

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

- (a) Amounts paid or payable to a state licensing authority.
- (b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.
- (c) Refunds of use fees provided to the public by the holder.

C. PAYMENT SCHEDULE

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

USER NOTES FOR CLAUSE IV.C.2

- Generally fees are a percentage of revenues, sometimes with an absolute dollar minimum. Occasionally there are escalators or different fees for different types of goods or services.
- Revenue base for fees generally excludes sales and lodging taxes, and often excludes very low margin sales like gasoline and fishing licenses.

Fee Payment & Revenue Reports

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Select one of the following two clauses based on the total estimated annual permit fee.

Selection Item 1: Select the following clause where the estimated annual permit fee is less than \$10,000. Revise the payment due dates if the operating season is other than mid-May to mid-September. However, payments must be made at least quarterly. Each payment is due in advance of use.

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

Selection Item 2: Select the following clause where the estimated annual permit fee is more than \$10,000.

2. Subsequent Payments. The holder shall report sales, calculate fees due, and make payment each month.

3. Holder-Performed Fee Offset Work.

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

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

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

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

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

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

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

2. Income Statements. No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include all adjustments, such as taxes deducted, and shall be broken down by categories of sales.

Fee Offset Maintenance

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

1. Definitions

(a) Maintenance. Actions taken to keep fixed assets in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life. Maintenance includes work needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

(b) Improvement. Advancing a fixed asset to a better quality or state. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

(c) Reconditioning or Renovation. A type of maintenance that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.

(d) Holder Maintenance, Reconditioning, or Renovation. Maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. Examples include but are not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal. In fulfilling these responsibilities, the holder shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation.

(e) Government Maintenance, Reconditioning, Renovation, or Improvement. Maintenance reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Examples include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition outlined above. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

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

- Agency and Concessionaire can mutually agree to have concessionaire perform maintenance work for which landlord would normally be responsible. Money spent by concessionaire on these “landlord” maintenance expenses can be used to offset rents due
- Careful documentation of costs and a clear process to agree on projects in advance are required

Fee Payment Issues

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3. Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements Performed by the Holder. The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's

annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and improvement project is one costing _____ or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

F. FEE PAYMENT ISSUES

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

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

3. Late Payments

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

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

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

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

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

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

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

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

- Clear procedures are needed to handle non-payment of fees or fee disputes

Resource Protection

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

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

V. RESOURCE AND IMPROVEMENT PROTECTION

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

B. WATER SYSTEMS

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

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

3. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available upon request to the Forest Service and to any other regulatory agency authorized to review Forest Service activities. Copies of microbiological test results for federally owned water systems shall be forwarded monthly to the Forest Service by the 15th of the month following the sampling date. Copies of all other drinking water sample results

- Protection of resources and rules related to resource protection are significant concerns of the USFS

Resource Protection (cont.)

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

shall be forwarded to the Forest Service at the end of the operating season. If the operating season is longer than six months in length, copies of sample results must be provided to the Forest Service every six months. The holder shall clearly identify all sample results that violate FSM requirements or state, federal, and local requirements when the copies are submitted. Sample results that violate any of these requirements must have the results of required follow up samples attached. Copies of sample results that violate state requirements must have documentation attached to demonstrate that the state was informed of the violation within 48 hours of the lab notifying the holder of the results. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

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

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

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

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

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

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

Resource Protection (cont.)

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USER NOTE FOR CLAUSE V.G.

**<Delete instructions and non-applicable clauses prior to printing>
Add the clauses below when consenting to store hazardous materials.**

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable Federal, State, and local laws and regulations.
 2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than Federal, State, and local regulations, to prevent releases and protect natural resources.
 3. The holder shall immediately notify all appropriate response authorities, including the national Response Center and the Forest Service authorized officer or designated representative, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR part 153, subpart B, and 40 CFR 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the Forest Service designated representative upon knowledge of any release [or threatened release] of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management authority of the United States.
- H. CLEANUP AND REMEDIATION.** Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.
- I. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

VI. REVOCATION, SUSPENSION, AND TERMINATION

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

1. For noncompliance with federal, state, or local laws and regulations.

Contract Boilerplate

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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

C. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 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.

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

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

VII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

More Boilerplate

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

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

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

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

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

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

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

#INSERT TERM HERE#

Signatures

Appendix 10: FS-2700-4h: Special Use Permit for Campground and Related Granger-Thye Concessions and FS-2400-4h Appendix F: Operation of Federally Owned Drinking Water Systems; Prospectus for Campground and Related Granger-Thye Concessions, George Washington & Jefferson National Forests

<<Use this signature page for individual(s) and all non-corporate entities. Ensure all user notes are deleted prior to printing>>

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

HOLDER: _____

U.S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
(Title)

By: _____
(Authorized Officer)

Date: _____

Date: _____

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

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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