

**U. S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

PIKE AND SAN ISABEL NATIONAL FORESTS

PROSPECTUS AND REQUEST FOR PROPOSALS

**Invitation for Proposals
For
Off Highway Vehicle (OHV) Outfitting and Guiding**

Issued by:

Pike and San Isabel National Forests

Date:

October 15, 2015

Location:

Pueblo, Colorado

Sealed proposals will be accepted by:

For Information Contact:

**Erin Connelly, Forest Supervisor
Pike and San Isabel National Forests
Supervisor's Office
2840 Kachina Dr..
Pueblo, Colorado 81008**

Neal Weierbach
719-553-1400 or
nweierbach@fs.fed.us
between 8:00 a.m. and 4:30 p.m.,
Monday through Friday.

Until 4:30 p.m., Mountain Standard Time,
November 20, 2015.

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I. INTRODUCTION

The Pike and San Isabel National Forests covers approximately 2,230,000 acres in south-central Colorado. It is predominantly mountainous with forested expanses woven through with large granite outcroppings and scree slopes, interspersed with expansive parks.

While the Forest currently permits nine Off Highway Vehicle (OHV)-based commercial outfitters and guides, the Forest has determined that there is a public need for additional OHV-based commercial outfitting and guiding services. These services fall under the Forest Service's definition of outfitting and guiding and require a special use permit. It is known that competitive interest exists; therefore, the Forest Service must use the prospectus process for selecting applicants and awarding permits.

The objectives of this offering are to:

- Provide additional OHV-based commercial recreation opportunities on the National Forest, for visitors to the Pike and San Isabel National Forests;
- Provide safe and enjoyable OHV-based commercial recreational experiences in the Pike and San Isabel National Forests for the visiting public;
- Provide additional economic opportunities in the surrounding communities of the Pike and San Isabel National Forests.

The goal of this prospectus is to meet these objectives while maintaining quality experiences for all forest users.

AREAS COVERED BY THIS PROSPECTUS

Applicants may request use in the following locations*:

Salida Ranger District

Chalk Creek – Very popular summer OHV and winter snowmobile area with a total of 103 miles of motorized routes. UTV, 4x4, and ATV opportunities range from easy to extreme and a limited amount of single track trail (6.1 miles). There are two summer trailheads named Green Timber Gulch and Poplar Gulch. Staging areas include NFSR 344 at Cottonwood Lake, and at the junction of County Road (CR) 162 and NFSR 298.

4-Mile – Located south of Trout Creek Pass, this area is a popular summer OHV area ranging from easy to extreme with a total of 198 miles of motorized routes. Opportunities to 4x4, ATV, UTV, and dirt bike on Forest Service roads exist on 15 miles of ATV trails and one single track trail named Triad Ridge. There are four summer trailheads Ruby Mountain (BLM), Shield's Gulch at the junction of CR 315 and HWY 285, Cottonwood Trail Head at the junction of CR 175 and NFSR 181, and Trout Creek Pass at the Junction of CR 311 and HWY 285. Staging areas include the start of CR 375 (BLM), junction of NFSR 300 and CR 187, and junction of CR 307 and HWY 285.

Monarch/Rainbow – Popular summer OHV area near Monarch and Poncha passes and along the Rainbow Trail with multiple trailheads (Greens Creek, Marshall Pass, Mears Junction, Kerr Gulch – BLM, Hayden Creek and Big Cottonwood) and a total of 187 miles of motorized routes. The area offers 60 miles of single track opportunities ranging from moderate to difficult.

South Park Ranger District

Jefferson Creek – Located north of the small town of Jefferson, in Park County, this area is used for snowshoeing, cross-country skiing, and limited snowmobiling. There is no plowed trailhead parking area available and the primary access, NFSR 32, is closed with a gate. There is a winter route of nearly 4 miles from the closure gates to Jefferson Lake. There are 49 miles of identified snowmobile routes available within this area.

Horseshoe – Located west of Fairplay, this high elevation system of motorcycle trails provides 11 miles of single track opportunity. Four by four use is also popular on national forest roads. Snowmobiling is difficult because this area lacks consistent snowfall. There are no designated trailheads or staging areas.

South Platte Ranger District

Uplands – Located between Kenosha and Geneva passes southwest of the Denver metro area, this area has heavy weekend and holiday use for summer OHVs; weekdays are less busy. Use is primarily 4x4s, ATVs and UTVs on forest roads and there are no singletrack trails. There are a total of 25 miles of motorized routes. Snowmobiling is difficult because this area lacks consistent snowfall. There is one trailhead located just before Handcart Campground on CR60.

Rampart Range – Very popular summer OHV area easily accessible from the Denver and Colorado Springs metro areas. With a total of 106 miles of trails designed for OHV use and most trails are open to vehicles 50 inches or less and 33 miles of single track trails. Snowmobiling is difficult because this area lacks consistent snowfall. There are 10 trailheads and various staging areas throughout the area.

**See Appendix B for Areas not offered by this prospectus, but considered in the Pike and San Isabel National Forests' Off-Highway Vehicle Outfitter-Guide Needs Assessment, Capacity Analysis and Allocation.*

II. GENERAL INFORMATION

A. Definitions

The following terms and definitions will be helpful in reviewing the information presented in this prospectus.

Allocation of Use	An amount of use allocated to a holder that is measured in service days or quotas and that is enumerated in a programmatic or project decision that is consistent with the applicable land management plan.
Commercial Use	Any use or activity on National Forest System lands (a) where an entry or participation fee is charged or (b) where the primary purpose is the sale of a good or service and, in either case, regardless of whether the use or activity is intended to produce a profit (36 CFR 251.51).
Guiding	Providing services or assistance (such as supervision, protection, education, training, packing, touring, subsistence, transporting people, or interpretation) for pecuniary remuneration or other gain to individuals or groups on National Forest System lands. The term "guide" includes the holder's employees and agents.
Holder	An individual or entity that holds a special use permit authorizing outfitting or guiding activities on National Forest System lands.
Outfitting	Renting on or delivering to National Forest System lands for pecuniary remuneration or other gain any saddle or pack animal, vehicle, boat, camping gear, or similar supplies or equipment. The term "outfitter" includes the holder's employees and agents.
Priority Use	Authorization of use for up to 10 years, based on the holder's past use and performance and applicable programmatic or project decisions to allocate use. Except as provided in 36 CFR Part 251, Subpart E, authorizations providing for priority use are subject to renewal (FSH 2709.11, sec. 41.531).
Service Day	An allocation of use constituting a day or any part of a day on National Forest System lands for which an outfitter or guide provides services to a client. For a day trip, the number of service days is the same as the total number of clients.

B. Successful Applicants - Issuance of Permits

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

Selection of successful applicants is anticipated by December 31, 2015. All applicants will be notified shortly thereafter of the successful applicants via certified U.S. mail.

Successful applicants will be issued priority permits for two years. After two consecutive

years of successful performance, the permits will be reissued for a term of 8 years (for 10 years total). Permits will be eligible for reissuance for subsequent terms as long as the holder maintains acceptable performance.

The selection of the successful applicant(s) is appealable under 36 CFR 251.82. An appellant must file a notice of appeal within 45 days of the date on the notice of written decision of selection. If the decision is appealed, permits will not be issued until the appeal has been resolved.

C. Management Direction

Agency policy and management direction will be followed in reviewing proposals, selecting successful applicants, and issuing permits as a result of this offering. These directives may be found in: the Off-Highway Vehicle Outfitter-Guide Needs Assessment Capacity Analysis and Allocation, which is available upon request. the Pike and San Isabel National Forests Land and Resource Management Plan; and the Forest Service Manual/Handbook. These documents may be obtained at the following websites:

Forest Service Manual 2700:

http://www.fs.fed.us/cgi-bin/Directives/get_dirs/fsm?2700

Forest Service Handbook 2709.11 :

http://www.fs.fed.us/cgi-bin/Directives/get_dirs/fsh?2709.11

Pike and San Isabel Land and Resource Management Plan:

<http://www.fs.usda.gov/main/psicc/landmanagement/planning>

D. Reviewing the Information

All prospective applicants are advised to read this prospectus and the application instructions carefully, and to review the sample permit (Appendix C).

III. OFFERINGS

This offering will meet the public need by providing successful applicants the opportunity to obtain special use permits for OHV-based commercial services on the Pike and San Isabel National Forests.

A. Fees

The annual fee for an outfitter/guide permit is 3% of adjusted gross revenue gained from

services provided on National Forest System (NFS) lands.

B. Available Use

OHV-based outfitter-guide use will be allocated in terms of “service days.” The Forest has identified the maximum daily service days in each Area (Table 1). Some Areas already have outfitter and guides allocated service days being used, with those subtracted from the total service days available for that Area; however, this is not reflected in the Table.

Any use unallocated through this prospectus will be considered a “remainder” and available for future allocation either for priority use or for temporary use pools.

Table 1.

Area	Trail/Route Miles	Season of Use	Maximum Daily Service Days
Chalk Creek	104	Spring, Summer, Fall	1,165
Monarch/Rainbow	187	Spring, Summer, Fall	2,314
4 Mile	200	Spring, Summer, Fall	3,001
Horseshoe	31	Spring, Summer, Fall	69
Jefferson	102	Winter	308
Rampart Range	106	Spring, Summer, Fall	292
Uplands	25	Spring, Summer, Fall	74

C. Allocation of Use

Permits for commercial OHV-based outfitter-guide services will be competitively awarded in the following manner.

1. Each applicant may apply for the maximum available allocation, but applicants are encouraged to apply for only the use they would realistically use.
2. Use will be allocated based upon the successful applicants’ requests. In the event that all successful applicants request the same amount and/or routes, use will be allocated as equitably as possible.
3. Any use not allocated through this prospectus may be available in the future.

The number of successful applicants will be based upon the overall qualifications of the applicants as ranked according to the evaluation criteria found in Section V.

IV. SPECIAL CONDITIONS

A. Insurance Requirements

1. Insurance coverage for commercial activities shall be Comprehensive General Liability. The minimum coverage for such activities shall be \$300,000 combined single limit (CSL) per occurrence, or \$25,000/\$300,000/\$300,000 split limit coverage, for third-party property damage/personal injury or death to one person/personal injury or death to more than one person, respectively. Holders must name the U.S. Government as “additional insured.”

B. Use Records and Financial Information

1. The permit holder will annually furnish the National Forest with the following information for each trip: date, location, group size, and adjusted gross income. The Forest Service will provide permit holders with copies of the use record forms that will be used for reporting the requested information.
2. Use reports will be submitted annually, on a schedule determined by the season of use and the district permit administrator. The report must be certified (signed) by the holder as complete and accurate. Failure to submit timely use reports may lead to an unacceptable performance evaluation and may be cause for revocation of the permit.

C. Inspections and Performance Evaluations

Permit holders will be subject to annual inspections and performance evaluations.

D. General Requirements

1. The government reserves the right to extend the date for receiving proposals, to reject any or all proposals, and to waive any technical defects in the proposals.
2. Any oral statement by any representative of the Government, modifying or changing any conditions of this invitation, is an expression of opinion only and confers no right upon any applicant.
3. In the event a contradiction exists between conditions in the prospectus or sample permit and the conditions in the final special use permit, the conditions in the final special use permit will govern.
4. Each bidder warrants that no person or selling agency has been employed or retained to

solicit or secure acceptance of his or her bid under this invitation upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except a bona fide employee or bona fide established commercial selling agency maintained by this applicant for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul any award under this invitation without liability, or at its option to recover from the applicant the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth.

5. Prices established by the holder will be subject to Forest Service approval.
6. All costs incurred by the applicant for items submitted for this offering shall be the sole responsibility of the applicant.

V. EVALUATION CRITERIA - SELECTION OF SUCCESSFUL APPLICANTS

- A. Proposals received in response to this prospectus will be evaluated by a panel of Forest Service employees or its contractors, using the evaluation criteria listed herein.
- B. The objective of this invitation is to select the applicant(s) whose proposal(s) best serve the public need at reasonable rates.
- C. The following evaluation criteria are listed in descending order of importance. Be thorough in describing your personal and/or company history and background. Further details for each criterion are provided on the application response cover sheets. You may include any additional information you feel is pertinent for the evaluation criteria.

Criteria 1 - Services Offered to Customers

Please provide a description of the services you will provide. The following information is not all-inclusive. Please add any information to your response that you feel is pertinent to the evaluation criteria. We will be looking for a range of services being offered to the public.

- Provide an outline of the interpretive aspect of your guided activity which furthers the understanding and enjoyment of the wildlife, cultural and natural resources of the Pike and San Isabel National Forests, and how your guided tour will balance the needs of the visiting public with the resource values of the area.
- Describe how your activity will be structured. Include all aspects of the activity, including length of time on the trail, starting point, turning point, stopping points, group size, method of travel to the trail, etc. Include in your description any mitigation that you'll provide to alleviate public conflicts during your activity.
- What type of vehicle(s) will you utilize on your guided tour? What is the capacity and size of the vehicle? What are your maintenance standards? Applicants must demonstrate that the equipment and accessories proposed for use in the operations are safe and adequate for general public service relative to the specific activity.
- Please give an estimate of your proposed fee structure for the next ten years (first term of the

permit you may receive as a result of this offering).

Criteria 2 - Experience and Qualifications of Applicant

Please provide a description of your experience as a guide.

- Emphasis should be on experience on the National Forest or similar areas. Discuss your knowledge of local natural history and the standards for operating on National Forest System lands.
- Describe your resource stewardship ethics and how those affect your behavior as a provider of outfitter/guide services.
- Provide information on past experience complying with any local, state, or federal permits. Please state specifically: if you have operated under a Forest Service Special Use Permit, which Forest Service office administered your permit, and the terms of your permit(s).
- Consideration will be taken regarding an applicant's previous performance while operating under these permits (i.e., compliance with terms of permit, prompt fee payment, reasonable record keeping and reporting, etc.), including applicable performance evaluations and other pertinent documentation.
- Personal and business references may be contacted to verify qualifications and experience levels relative to the proposed use. Please submit two personal and two business references. Note: Additional contacts may be made, other than those submitted. All information derived from such review is confidential and is for official use only.

Criteria 3 - Ability to Provide a Safe Experience to Visitors

Please provide a description of your background, training, and experience in providing safe guided tours.

- Describe the safety procedures you follow when guiding clients.
- Describe safety instructions you provide clients.
- Equipment inspection/maintenance procedures and schedule.
- Emergency medical training and/or first aid training requirements for all employees.
- Emergency rescue training and procedures.
- List first aid equipment/supplies that will be available during the activity: e.g., radios, blankets, first aid kits, etc.
- List any training or certification requirements employees must have for operating vehicles/equipment used in your operations. This should include training requirements instituted by your company and any local, state or federal requirements.

Criteria 4 – Sustainable Economics/Local Economy

This criterion recognizes that recreation is the portal through which people connect with national forests, and the importance of working with communities to provide for a sustainable future. Outfitter-guides can provide services that bring jobs and tourism to small rural communities.

Explain how your business would actively promote economic sustainability in local communities. Examples include the following:

- Supporting, utilizing or fostering other small businesses (how many and what type? Would you regularly purchase supplies from local businesses? How would your operation support other businesses?)
- Create jobs (how many? Seasonal or year-round?)
- Draw visitors specifically to participate in the activity who may not have come otherwise (unique niche of your business, lack of other similar opportunities nearby?)
- Encourage visitors to spend the night in nearby communities (does the nature of your activity dictate overnight stays, spending money at restaurants, etc?)
- Length of time you would operate (is this a locally-based business operating year-round? Do you and your employees live locally?)

Criteria 5 - Financial Capability

Starting a business is a significant financial investment and an outfitter-guide is expected to work as a partner with the Forest. It is in everyone's best interest that a business has a viable financial future. Please demonstrate your financial capability to operate an outfitter-guide business on the Forest by providing one or more of the following:

- A brief (1-2 page) business plan detailing assets, expected expenditures and foreseeable costs for the next 2-5 years.
- For an existing, related business, assets and resources available for this expansion in the operations, with projections for the next 2-5 years.

For information and assistance with preparing a business plan, the following is a link to the Small Business Administration main office in Colorado:

<https://www.sba.gov/offices/district/co/denver>

How Proposals will be Evaluated

Applications will be evaluated using a non-weighted method. 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 outweigh 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 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.

VI. INSTRUCTIONS - HOW TO SUBMIT PROPOSALS

A. Content of Proposals

Proposals must include the following information:

Prospectus for Outfitter/Guide Pike and San Isabel National Forests October 2015

- Trails/locations requested
- Total (maximum) number of trips per year
- Proposed client fees for services
- Vehicle(s) used to transport clients

If overnight camping is proposed:

- Identify specific camping locations, on a map and/or via GPS coordinates
- Duration of each trip
- Trail routes, including whether routes are round trip or have different entry/exit points

A. All proposals must be submitted in writing to:

Erin Connelly, Forest Supervisor
Pike and San Isabel National Forests
2840 Kachina Dr.
Pueblo, CO 30309

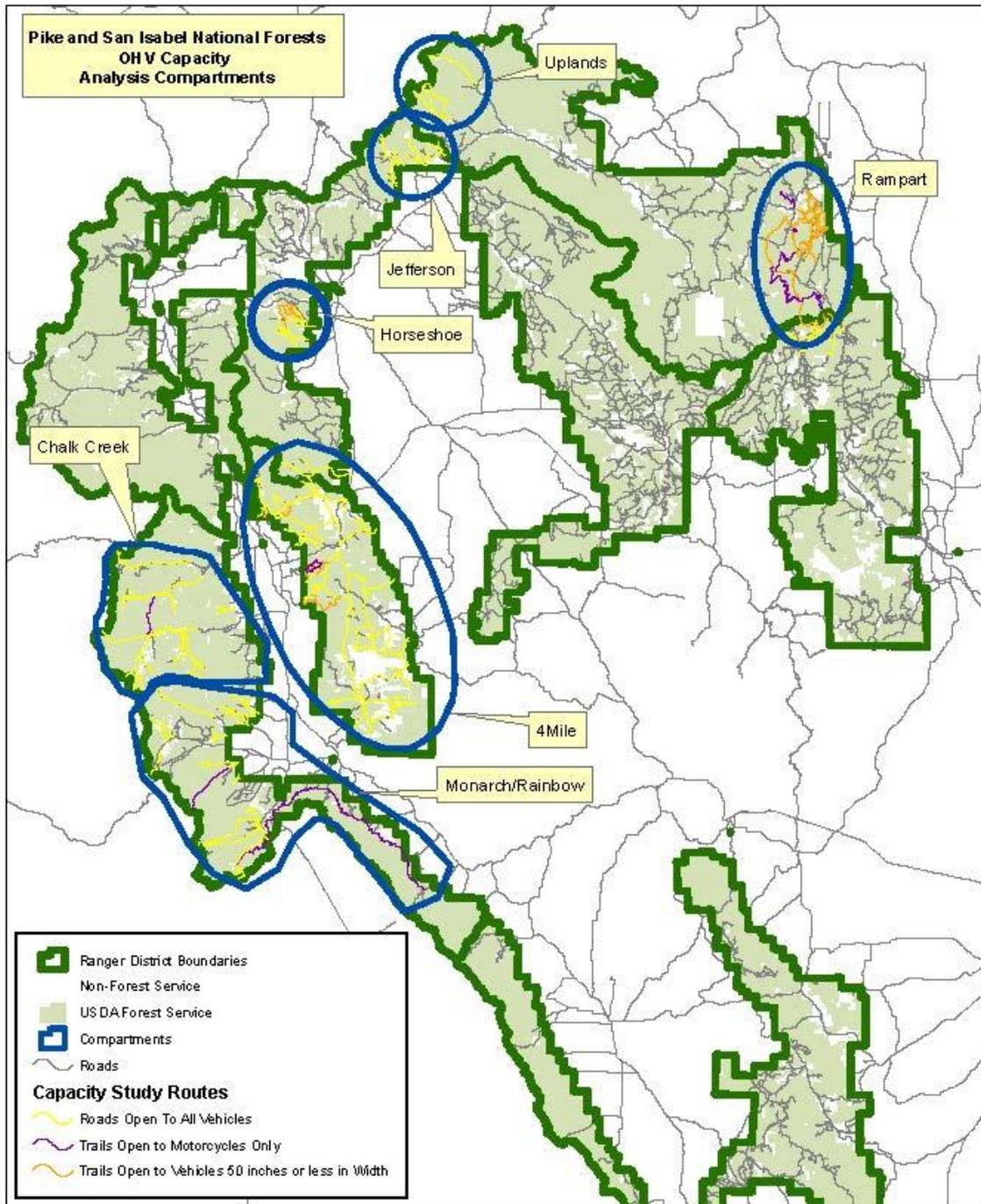
B. All proposals must be **received by 4:30 p.m., November 20, 2015**. Proposals must be signed by an officer of the organization or the individual submitting the proposal. Other requirements are:

- Applicants must submit three (3) complete copies of the proposal, each in a separate sealed envelope. Applications may be hardcopy or electronic, on disks or thumb drives.
- Each sealed envelope must be clearly marked “Outfitter/Guide Prospectus Application.”
- Each package should be marked with the name and address of the applicant.
- Mailed applications should be sent by certified or registered mail, return receipt requested.
- Late or handwritten proposals will be returned to the applicant.
- In a separate, sealed envelope, a check or money order for \$250.00 US, made payable to USDA-FS. Envelope should be labeled with “Prospectus Application Fee” and the applicant’s name.

- C. The Forest Service will not accept any form of the proposal except in the specified format:
- Each evaluation criteria is listed on an individual response form/cover sheet.
 - You may submit your responses on separate or additional sheets of paper, but the evaluation criteria form must be attached as a cover sheet, for each criterion.
 - Responses must be typed.
 - Electronic submissions must be in Microsoft Word and/or Excel, version 2003 or higher.
 - Please label each page clearly.
 - All pages should include page numbers and the applicant's name.
- D. Signing Authority: Companies or corporations submitting applications must sign using the name of the appropriate executive officer, together with proof of the officer's authority to sign, and the official address. Individuals must sign their name and furnish the address of their place of residence or business.

APPENDIX A

AREA MAP



APPENDIX B

AREAS NOT OFFERED IN THIS PROSPECTUS

The following areas and/or uses were analyzed for capacity in the Pike and San Isabel National Forests' Off-Highway Vehicle Outfitter-Guide Needs Assessment, Capacity Analysis and Allocation, but are not being offered in this prospectus.

The Pikes Peak Ranger District lacks an integrated watershed management analysis incorporating long-term travel management needs/uses. With permitted OHV outfitter and guide services currently available under permit in the Rainbow Falls and North Divide areas, the District Ranger has decided to withdraw it from consideration for the time being until a more comprehensive landscape management review can be completed. **Pikes Peak Ranger District**

North Divide/Hackett – Located northwest of Woodland Park, this area is a popular summer OHV area with a total of 128 miles of motorized routes. Use is 4x4, ATVs and UTVs on forest roads with 68.6 miles of ATV trails and 2.2 miles of singletrack trails. Snowmobiling is difficult because this area lacks consistent snowfall making the area often accessible for OHVs during the winter months. There are three trailheads (Lower Trout Creek, Rule Ridge, Phantom Creek) and several staging areas, including at NFSR 341B, North Rule Ridge, North Trail Creek, 367/CR33, and 360A/CR33.

Rainbow Falls – Very popular summer OHV area on the southern end of the north Rampart Range riding area with a total of 41 miles of motorized routes. Use is primarily on 4x4, ATVs and UTVs on forest roads with 10 miles of OHV trails and no single track trails. Snowmobiling is difficult because this area lacks consistent snowfall, so the area is often accessible for OHVs during the winter months. There is one trailhead (Rainbow Falls) and several OHV staging areas including at NFSR 332, 350/350A, 344/348.

The South Park Ranger District is currently undergoing an analysis of the travel system in Badger Flats; therefore, the Ranger decided to withdraw it as an offering in this prospectus. .

South Park Ranger District

Badger Flats – Located on the southern end of the Tarryall Mountain Range, approximately 1 mile northwest of the town of Lake George. Very popular summer OHV area with heavy weekend use, resulting in multiple user-created routes; 49 miles of motorized routes identified for this capacity via the MVUM. Use is primarily on 4x4, ATVs and UTVs on forest roads and there are no

designated motorized trails; however, use on illegal (user-created) trails is prevalent. There are no designated trailheads or staging areas. The current motorized system is under analysis with many routes identified for closure; however, no decision has been made at the time of this writing so these routes are remaining part of this study.

The Salida Ranger District is currently undergoing an analysis of their winter snowmobiling trail system, which will be available in their Snowmobile Motorized Use Map in the near future. Once the snowmobile trail analysis is complete, there are plans to re-assess the capacity and advertise a snowmobile-specific outfitter-guide prospectus.

Salida Ranger District

Chalk Creek – Very winter snowmobile area with a total of 103 miles of motorized routes. Snowmobile opportunities vary from easy to extreme and many routes are groomed by the snowmobile clubs who are permitted through the Salida Ranger District. Snowmobile trailheads are located at Avalanche Trailhead and or Denny Creek Trailhead depending on snow conditions. Staging areas used for winter activities include NFSR 344 at Cottonwood Lake, and at the junction of County Road (CR) 162 and NFSR 298.

4-Mile – Snowmobiling is difficult because this area lacks consistent snowfall.

Monarch/Rainbow – Popular winter snowmobile area near Monarch and Poncha passes and along the Rainbow Trail with multiple trailheads (Greens Creek, Marshall Pass, Mears Junction, Kerr Gulch – BLM, Hayden Creek and Big Cottonwood) and a total of 187 miles of motorized routes. Snowmobile opportunities vary from easy to extreme and many routes are groomed by the snowmobile clubs that are permitted through the Salida Ranger District. Winter staging areas include Angel of Shavano TH/Campground, junction of Highway 50 and NFSR 230, and Shirley Site at the junction of CR 200 and NFSR 201.

- stipulations as may be required by law, regulation, land management plans, or other management decisions.
- E. Existing 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.
- F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.
- G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

Authorization ID: #AUTH_ID# FS-2700-4 (03/06)
 Contact ID: #HOLDER_ID# OMB 0596-0082
 Expiration Date: #EXPIRATION_DATE#
 Use Code: #USE_CODE#

**U.S. DEPARTMENT OF AGRICULTURE
 Forest Service
 SPECIAL USE PERMIT
 AUTHORITY:
 #AUTHORITY_NAME#**

#HOLDER_NAME# of #HOLDER_ADD_LINE_1#, #HOLDER_ADD_LINE_2#, #HOLDER_ADD_LINE_3#, #HOLDER_CITY#, #HOLDER_STATE# #HOLDER_ZIP# (hereinafter called the Holder) is hereby authorized to use or occupy National Forest System lands, to use subject to the conditions set out below, on the National Forest or unit of the National Forest System.

This permit covers #USE_ACRES# acres, and/or #USE_MILES# miles and is described as:

#TOWNSHIP_SECT_RANGE# #FIRST_DIVISION# #FIRST_DIV_NAME_NUMBER#,

#SECOND_DIVISION# #SECOND_DIV_NAME_NUMBER#, #THIRD_DIVISION#

#THIRD_DIV_NAME_NUMBER# as shown on the location map attached to and made a part of this permit,

and is issued for the purpose of:

#PURPOSE#

The above described or defined area shall be referred to herein as the "permit area".

TERMS AND CONDITIONS

I. AUTHORITY AND GENERAL TERMS OF THE PERMIT

A. Authority. This permit is issued pursuant to the authorities enumerated at Title 36, Code of Federal Regulations, Section 251 Subpart B, as amended. This permit, and the activities or use authorized, shall be subject to the terms and conditions of the Secretary's regulations and any subsequent amendment to them.

B. Authorized Officer. The authorized officer is the Forest Supervisor or a delegated subordinate officer.

C. License. This permit is a license for the use of federally owned land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract for purposes of the Contract Disputes Act of 1978 (41 U.S.C. 611). Loss of the privileges granted by this permit by revocation, termination, or suspension is not compensable to the holder.

D. 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, conditions, and stipulations as may be required by law, regulation, land management plans, or other management decisions.

E. Existing 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.

F. Nonexclusive Use and Public Access. Unless expressly provided for in additional terms, use of the permit area is not exclusive. The Forest Service reserves the right to use or allow others to use any part of the permit area, including roads, for any purpose, provided, such use does not materially interfere with the holder's authorized use. A final determination of conflicting uses is reserved to the Forest Service.

G. Forest Service Right of Entry and Inspection. The Forest Service has the right of unrestricted access of the permitted area or facility to ensure compliance with laws, regulations, and ordinances and the terms and conditions of this permit.

H. Assignability. This permit is not assignable or transferable. If the holder through death, voluntary sale or transfer, enforcement of contract, foreclosure, or other valid legal proceeding ceases to be the owner of the improvements, this permit shall terminate.

I. Permit Limitations. Nothing in this permit allows 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 in the form of a new permit or permit amendment.

II. TENURE AND ISSUANCE OF A NEW PERMIT

A. Expiration at the End of the Authorized Period. This permit will expire at midnight on #EXPIRATION_DATE#. Expiration shall occur by operation of law and shall not require notice, any decision document, or any environmental analysis or other documentation.

B. Minimum Use or Occupancy of the Permit Area. Use or 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. Notification to Authorized Officer. If the holder desires issuance of a new permit after expiration, the holder shall notify the authorized officer in writing not less than six (6) months prior to the expiration date of this permit.

D. Conditions for Issuance of a New Permit. At the expiration or termination of an existing permit, a new permit may be issued to the holder of the previous permit or to a new holder subject to the following conditions:

1. The authorized use is compatible with the land use allocation in the Forest Land and Resource Management Plan.
2. The permit area is being used for the purposes previously authorized.
3. The permit area is being operated and maintained in accordance with the provisions of the permit.
4. The holder has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Federal contracts, permits laws, or regulations.

E. Discretion of Forest Service. Notwithstanding any provisions of any prior or other permit, the authorized officer may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a holder or successor in interest is at the absolute discretion of the Forest Service.

F. Construction. Any construction authorized by this permit may commence by and shall be completed by . If construction is not completed within the prescribed time, this permit may be revoked or suspended.

III. RESPONSIBILITIES OF THE HOLDER

A. Compliance with Laws, Regulations, and other Legal Requirements. The holder shall comply with all applicable Federal, State, and local laws, regulations, and standards, including but not limited to, the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 et seq., and other relevant environmental laws, as well as public health and safety laws and other laws relating to the siting, construction, operation, and maintenance of any facility, improvement, or equipment on the property.

B. Plans. Plans for development, layout, construction, reconstruction, or alteration of improvements on the permit area, as well as revisions of such plans, must be prepared by a qualified individual acceptable to the authorized officer and shall be approved in writing prior to commencement of work. The holder may be required to furnish as-built plans, maps, or surveys, or other similar information, upon completion of construction.

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

D. Hazard Analysis. The holder has a continuing responsibility to identify all hazardous conditions on the permit area which would affect the improvements, resources, or pose a risk of injury to individuals. Any non-emergency actions to abate such hazards shall be performed after consultation with the authorized officer. In emergency situations, the holder shall notify the authorized officer of its actions as soon as possible, but not more than 48 hours, after such actions have been taken.

E. Change of Address. The holder shall immediately notify the authorized officer of a change in address.

F. Change in Ownership. This permit is not assignable and terminates upon change of ownership of the improvements or control of the business entity. The holder shall immediately notify the authorized officer when a change in ownership or control of business entity is pending. Notification by the present holder and potential owner shall be executed using Form SF-299 Application for Transportation and Utility Systems and Facilities of Federal Lands, or Form FS-2700-3a, Holder Initiated Revocation of Existing Authorization, Request for a Special Use Permit. Upon receipt of the proper documentation, the authorized officer may issue a permit to the party who acquires ownership of, or a controlling interest in, the improvements or business entity.

IV. LIABILITY

For purposes of this section, "holder" includes the holder's heirs, assigns, agents, employees, and contractors.

A. The holder assumes all risk of loss to the authorized improvements.

B. The holder shall indemnify, defend, and hold the United States harmless for any violations incurred under any such laws and regulations or for judgments, claims, or demands assessed against the United States in connection with the holder's use or occupancy of the property. The holder's indemnification of the United States shall include any loss by personal injury, loss of life or damage to property in connection with the occupancy or use of the property during the term of this permit. Indemnification shall include, but is not limited to, the value of resources damaged or destroyed; the costs of restoration, cleanup, or other mitigation; fire suppression or other types of abatement costs; third party claims and judgments; and all administrative, interest, and other legal costs. This paragraph shall survive the termination or revocation of this authorization, regardless of cause.

USER NOTES FOR "C" CLAUSE

Selection item 1. This selection is the default liability clause for all authorizations. Use this clause when one of the following conditions exist: (1) The holder is not a Federal Agency, State or political subdivision thereof; (2) the authorized officer determines that the risk to public land, resources, or interest is not greater than the holder's assets or ability to correct and; (3) the use is not a high-risk or poses a high hazard (such as high-voltage power lines, oil and gas pipelines, large dams or reservoirs, and so forth, which could expose the government to significant injuries, losses or damages in the event of malfunction).

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

Selection item 2. Use in situations in which the authorized officer determines that the risk to public land, resources, or interest is greater than the holder's assets or ability to correct.

If holder is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the authorized officer shall prepare a risk assessment to determine the United States potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the authorized officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State shall procure, as a requirement to be fulfilled before execution of this permit, insurance, and name the United States, together with the State, as an insured on the policy(ies), in the amount determined in the risk assessment that exceeds the State's liability limitation.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

The holder shall maintain #LIAB_INS_AMOUNT# worth of insurance coverage, naming the United States additionally insured on the policy(ies), to partially fund the indemnification obligations of the holder for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The holder shall furnish proof of insurance (such as a surety bond, or certificate of insurance) to the authorized officer prior to execution of this permit and verify annually, and in writing, the insurance obligation to the authorized officer. The authorized officer may allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the authorized officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

Selection item 3. Use if the authorized use is a high-risk or poses a high hazard (such as high-voltage power lines, oil and gas pipelines, large dams or reservoirs, and so forth, which could expose the government to significant injuries, losses, or damages in the event of malfunction).

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

The holder shall be strictly liable (liability without proof of negligence) to the United States for any injury, loss, or damage arising under this authorization. Such strict liability shall be in the amount of \$1 million unless the Forest Supervisor determines at the time of issuance of this authorization that a lesser amount of strict liability is appropriate based upon a risk assessment for the use authorized by this instrument. Liability for injury, loss, or damage to the United States in excess of the prescribed amount of strict liability shall be determined under the general law of negligence.

Selection item 4. Use if the authorized use is a high-risk or poses a high hazard (such as high-voltage power lines, oil and gas pipelines, large dams or reservoirs, and so forth, which could expose the government to significant injuries, losses, or damages in the event of malfunction) AND in situations in which the authorized officer determines that the risk to public land, resources, or interest is greater than the holder's assets or ability to correct.

If the holder is a State or political subdivision thereof and such entity has statutory or constitutional authorities limiting the amount of liability or indemnification payable, the authorized officer shall prepare a risk assessment to determine the United States potential for losses due to personal injury, loss of life, or property damage caused by the State's use or occupancy. If the authorized officer determines, through the risk assessment that the potential for injury, loss, or damage caused by the State's use or occupancy is in excess of the State's liability limitation, the State shall procure, as a requirement to be fulfilled before execution of this permit, insurance, and name the United States, together with the State, as an insured on the policy(ies), in the amount determined in the risk assessment that exceeds the State's liability limitation.

C. The holder has an affirmative duty to protect from damage the land, property, and interests of the United States.

The holder shall maintain #LIAB_INS_AMOUNT# worth of insurance coverage, naming the United States additionally insured on the policy(ies), to partially fund the indemnification obligations of the holder for any and all losses due to personal injury, loss of life, or property damage, including fire suppression and hazardous waste costs. The holder shall furnish proof of insurance (such as a surety bond, or certificate of insurance) to the authorized officer prior to execution of this permit and verify annually, and in writing, the insurance obligation to the authorized officer. The authorized officer may allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions, to the satisfaction of the authorized officer, in order to mitigate damages in addition to or as an alternative to monetary indemnification.

The holder shall be strictly liable (liability without proof of negligence) to the United States for any injury, loss, or damage arising under this authorization. Such strict liability shall be in the amount of \$1 million unless the Forest Supervisor determines at the time of issuance of this authorization that a lesser amount of strict liability is appropriate based upon a risk assessment for the use authorized by this instrument. Liability for injury, loss, or

damage to the United States in excess of the prescribed amount of strict liability shall be determined under the general law of negligence.

Selection item 5. Use when issuing an authorization to a federal agency.

Delete clauses B & D when using this clause.

C. Damage to National Forest Interests, Property, or Resources. The holder, as an agency of the United States, is limited by Federal law as to the assumption of liability for its acts or omissions. The holder does agree, within its legal limitations, and limitations of appropriations, to be responsible for all costs of damages and injury to persons, personal property, and land caused by its operations and activities under the terms of this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any awards or claims, and to repair damages to the land within the permit area. It is the intent of this provision that the appropriations of the Forest Service be shielded from burdens, other than administrative costs, which may occur as a result of the activities by the holder under the terms of this permit.

D. In the event of any breach of the conditions of this authorization by the holder, the authorized officer may, on reasonable notice, cure the breach for the account at the expense of the holder. If the Forest Service at any time pays any sum of money or does any act which will require payment of money, or incurs any expense, including reasonable attorney's fees, in instituting, prosecuting, and/or defending any action or proceeding to enforce the United States rights hereunder, the sum or sums so paid by the United States, with all interests, costs and damages shall, at the election of the Forest Service, be deemed to be additional fees hereunder and shall be due from the holder to the Forest Service on the first day of the month following such election.

E. With respect to roads, the holder shall be proportionally liable for damages to all roads and trails of the United States open to public use caused by the holder's use to the same extent as provided above, except that liability shall not include reasonable and ordinary wear and tear.

F. The Forest Service has no duty to inspect the permit area or to warn of hazards and, if the Forest Service does inspect the permit area, it shall incur no additional duty nor liability for identified or non-identified hazards. This covenant may be enforced by the United States in a court of competent jurisdiction.

V. TERMINATION, REVOCATION, AND SUSPENSION

A. General. For purposes of this permit, "termination", "revocation", and "suspension" refer to the cessation of uses and privileges under the permit.

"Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the authorized officer. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations are not appealable.

"Revocation" refers to an action by the authorized officer to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations are appealable.

"Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions are appealable.

B. Revocation or Suspension. The Forest Service may suspend or revoke this permit in whole or part for:

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

C. Opportunity to Take Corrective Action. Prior to revocation or suspension for cause pursuant to Section V (B), the authorized officer shall give the holder written notice of the grounds for each action and a reasonable time, not to exceed 90 days, to complete the corrective action prescribed by the authorized officer.

D. Removal of Improvements. Prior to abandonment of the improvements or within a reasonable time following revocation or termination of this authorization, the holder shall prepare, for approval by the authorized officer, an abandonment plan for the permit area. The abandonment plan shall address removal of improvements and restoration of the permit area and prescribed time frames for these actions. If the holder fails to remove the improvements or restore the site within the prescribed time period, they become the property of the United States and may be sold, destroyed or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all cost associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VI. FEES

A. Termination for Nonpayment. This permit shall automatically terminate without the necessity of prior notice when land use rental fees are 90 calendar days from the due date in arrears.

USE ONLY ONE OF THE SIX FEE CLAUSES BELOW.

Selection item 1. For uses that are waived or exempted from fees.

Note: Fee waivers should be documented in the case file. When fees are exempt or waived (selection item 1) manually delete clauses VI. A, C, and D.

B. Fees for this use have been exempted or waived in full pursuant to 36 CFR 251.57, or revisions thereto, and direction in FSH 2709.11, chapter 30.

Selection item 2. For non-linear, fixed annual fees.

B. The holder shall pay an annual fee of Dollars for the period from to and thereafter annually on , Dollars : Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

Selection item 3. For lump-sum payments for non-linear authorizations. When the annual fee is less than \$100 the authorized officer may require a lump sum payment for more than one year at a time, except that private individuals may make at their option either annual payments or payments covering more than one year if the annual fee is greater than \$100. If the authorization terminates at the end of the initial lump-sum period, delete that portion of the clause "...and thereafter at the beginning..." to the end.

B. The holder shall pay Dollars for the period from to , and thereafter at the beginning of each year period a lump sum payment for years rent of Dollars Provided, charges for this use shall be made or readjusted whenever necessary to place the charges on a basis commensurate with the fair market value of the authorized use.

Selection item 4. For linear rights-of-way, annual payment.

B. The holder shall pay annually in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization. The initial payment is set at for the remainder of the calendar year. Subsequent payments shall be determined by the use of an annual fee schedule. The Forest Service may adjust the amount of payment annually by an appropriate indexing factor to reflect more nearly the fair market value of the use. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

Selection item 5. For lump-sum payments for linear rights-of-ways when the annual fee is less than \$100. The authorized officer may require a lump-sum payment for more than one year at a time, except that private individuals may make at their option either annual payments or payments covering more than one year if the annual fee is greater than \$100. If the authorization terminates at the end of the initial lump-sum period, delete that portion of the clause "...and thereafter at the beginning..." to the end.

B. The holder shall pay in advance a sum determined by the Forest Service to be the fair market value of the use granted by this authorization for a year period. The payment is set at for the initial year period. Payments for each subsequent year period shall be the amount of the payment for the initial period, adjusted using an appropriate indexing factor to reflect more nearly the current fair market value of the use at the beginning of the new period. At certain intervals the Forest Service shall review the fee and adjust the fee as necessary to assure that it is commensurate with the fair market value of the authorized rights and privileges, as determined by appraisal or other sound business management principles.

Selection item 6. For tenants and customers in federal communication site facilities.

B. The holder shall pay in advance an annual rental determined by the authorized officer in accordance with law, regulation, and policy. The annual rental will be adjusted by the authorized officer to reflect changes in fair market value or annual adjustments using the Consumer Price Index-Urban (CPI-U).

C. Payment Due Date. The payment due date shall be the close of business on of each calendar year payment is due. Payments in the form of a check, draft, or money order are payable to USDA, Forest Service. Payments shall be credited on the date received by the designated Forest Service collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

D. Late Payment Interest, Administrative Costs and Penalties 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 the fee or fee calculation financial statement specified in this authorization becomes due. The rate of interest assessed shall be the higher of the rate of the current value of funds to the U.S. Treasury (i.e., Treasury tax and loan account rate), as prescribed and published by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins annually or quarterly or at the Prompt Payment Act rate. Interest on the principal shall accrue from the date the fee or fee calculation financial statement is due.

In the event the account becomes delinquent, administrative costs to cover processing and handling of the delinquency will be assessed.

A penalty of 6 percent per annum shall be assessed on the total amount delinquent in excess of 90 days and shall accrue from the same date on which interest charges begin to accrue.

Payments will be credited on the date received by the designated collection officer or deposit location. If the due date for the fee or fee calculation statement falls on a non-workday, the charges shall not apply until the close of business on the next workday.

Disputed fees are due and payable by the due date. No appeal of fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments, if necessary, will be made in accordance with settlement terms or the appeal decision.

If the fees become delinquent, the Forest Service will:

Liquidate any security or collateral provided by the authorization.

If no security or collateral is provided, the authorization will terminate and the holder will be responsible for delinquent fees as well as any other costs of restoring the site to it's original condition including hazardous waste cleanup.

Upon termination or revocation of the authorization, delinquent fees and other charges associated with the authorization will be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* Delinquencies may be subject to any or all of the following conditions:

Administrative offset of payments due the holder from the Forest Service.

Delinquencies in excess of 60 days shall be referred to United States Department of Treasury for appropriate collection action as provided by 31 U.S.C. 3711 (g), (1).

The Secretary of the Treasury may offset an amount due the debtor for any delinquency as provided by 31 U.S.C. 3720, *et seq.*)

VII. OTHER PROVISIONS

A. Members of Congress. No Member of or Delegate to Congress or Resident Commissioner shall benefit from this permit either directly or indirectly, except when the authorized use provides a general benefit to a corporation.

B. Appeals and Remedies. Any discretionary decisions or determinations by the authorized officer are subject to the appeal regulations at 36 CFR 251, Subpart C, or revisions thereto.

C. Superior Clauses. In the event of any conflict between any of the preceding printed clauses or any provision thereof and any of the following clauses or any provision thereof, the preceding printed clauses shall control.

#INSERT TERM HERE#

<USE THIS SIGNATURE PAGE FOR INDIVIDUAL(S), PARTNERSHIPS, BUSINESSES, AND ALL NONCORPORATE ENTITIES>

This permit is accepted subject to the conditions set out above.

HOLDER NAME: #HOLDER_NAME# U.S. DEPARTMENT OF AGRICULTURE

Forest Service

By: By:

(Holder Signature) (Authorized Officer Signature)

By: Title:

(Holder Signature) (Name and Title)

Date: Date:

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.

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

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

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

USE THIS SIGNATURE PAGE FOR ALL CORPORATE ENTITIES>

This permit is accepted subject to the conditions set out above.

Date *CORPORATE NAME
(CORPORATE SEAL)

By:
(Vice) President

ATTEST:
(Assistant) Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the Corporation:
I certify that I am the Secretary of the Corporation that executed the above permit; that who signed said permit on behalf of said Corporation was then of said Corporation; that I know his/her signature on said permit is genuine; and that said permit was duly signed, sealed, and attested to for and on behalf of said Corporation by authority of its governing body
(CORPORATE SEAL)

(Assistant Secretary)

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By:
(Authorized Officer Signature)
(Name and Title)
(Date)

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. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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