

## **PART A**

**The minimum requirements for the new concession contract are identified in this Part A of the Prospectus. Unless the Offeror in his or her proposal agrees to all the following minimum requirements, the proposal will be considered nonresponsive. By using the wording from the preceding letter (Proposal for Concession Operations) as presented and signing it as indicated the Offeror is agreeing to all of the following stipulations that comprise Part A.**

(I)(We) agree to comply with all terms and conditions in the concession contract, including, without limitation, all applicable laws, environmental protection and conservation laws, and Reclamation Manual Policy and Directives and Standards.

(I)(We) agree to comply with all the terms and conditions specified in the concession contract, including its exhibits.

(I)(We) agree to charge rates for concession basic goods and services during the term of the concession contract that are comparable to rates charged for similar goods and services at comparable facilities in the region. These rates are subject to approval by Reclamation.

(I)(We) agree to accept the concession facilities (if any) and any Government facilities or personal property assigned to the concession as required by the concession contract, “as is.”

(I)(We) agree to carry out the Concession Facilities Improvement Program identified in our proposal according to the stipulations outlined in the Prospectus and transferred to an eventual final concession contract, including but not limited to, exhibit H and the specified time frame(s) established by Reclamation, without condition.

(I)(We) agree to make deposits into and manage a Reserve Account for Facilities Improvement (RAFI) or a substitute program accepted by Reclamation that will provide the same assurances for major maintenance described in the Prospectus and that will ultimately become a condition of the concession contract if the proposal is successful and in exhibit K as it now exists, including but not limited to, (1) at the start of the concession contract term, depositing into the RAFI \$10,000 to serve as an initial working balance that will offset contractually required RAFI payments until this \$10,000 is covered and (2) Assuming the administrative responsibilities of the account.

(I)(We) agree to adhere to applicable parts of 43 CFR Part 429, Use of Bureau of Reclamation Land, Facilities and Waterbodies and 43 CFR Part 423, Public Conduct of Reclamation Facilities, Lands and Waterbodies.

(I)(We) agree to implement the Maintenance Plan (I)(We) have presented in (My)(Our) proposal addressing all the elements identified in the concession contract Section 4 – Land and Facilities Used in the Operation, and Exhibit F: Maintenance Plan, without condition. (I)(We) realize that because of the unique parameters of this Prospectus and concession opportunity, that Reclamation retains the right to make final adjustments to the proposed maintenance plan in advance of the concession contracts execution.

(I)(We) agree to implement the Operating Plan (I)(We) have presented in (My)(Our) proposal addressing all the elements identified in the concession contract Section 4 – Land and Facilities Used in the Operation, and Exhibit G: Operating Plan, without condition. (I)(We) realize that because of the unique

parameters of this Prospectus and concession opportunity, that Reclamation retains the right to make final adjustments to the proposed Operating Plan in advance of the concession contracts execution.

(I)(We) agree to develop and implement an effective Risk Management Program (health and safety program) according to the requirements of the concession contract for such programs.

(I)(We) agree to develop and implement an effective Environmental Management Program (EMP) according to the requirements of the concession contract in Section 3 for such programs.

(I)(We) agree to develop a public liability and property insurance package that fulfills the identified minimum parameters as described in Section 7 of the Draft Concession Contract and Exhibit I: Insurance requirements.

(I)(We) agree to comply with the specifics and philosophy identified in Reclamation's Concession Directives and Standards (LND 04-01 Sec. 3.B.8) that reads, "Facilities must be harmonious in form, line, color, and texture with the surrounding landscape".

(I)(We) agree to implement Reclamation annual financial reports and reporting requirements identified in the concession contract Section 8 – Accounting Records and Reports, and Exhibit J: Financial Reporting Reports, without condition and without modification.

(I)(We) agree to implement an equal opportunity program and comply with the terms of the equal opportunity and handicapped access requirements identified in Exhibit A of the concession contract.