

DEPARTMENT OF THE ARMY
KANSAS CITY DISTRICT
CORPS OF ENGINEERS
635 FEDERAL BUILDING
KANSAS CITY, MISSOURI 64106-2824

DATE February 5, 2013

INVITATION FOR BID AND ACCEPTANCE
SALE AND REMOVAL OF HAY (TO BE HARVESTED)
LOCATED AT WILSON LAKE, KANSAS

INVITATION FOR BID

Sealed bids will be received until **2:00 p.m.**, local time, at the place of bid opening, on **February 28, 2013**, at the office of the District Engineer, Kansas City District, Corps of Engineers, 635 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2824, and then and there publicly opened in Real Estate Map Room, 6th Floor of the Federal Building, for the purchase and removal from the site, subject to the terms and conditions and in accordance with the instructions to bidders hereinafter contained, of that Government-owned property described on the accompanying bid form.

The terms and conditions of the sale and instructions to bidders are as follows:

1. All bids submitted shall be deemed to have been made with full knowledge of all of the terms, conditions, and requirements herein contained.
2. Bids may be submitted for one or any number of items, but a separate amount must be bid for each item for which a bid is submitted. **Lump sum bids covering several or all items will not be considered.** The Government may accept or reject any item or items of any bid, unless such bid is qualified by specific limitation.

*Each applicant is to sign a **TAXPAYER IDENTIFICATION form. Submit the signed pages with your application; failure to include the required page may cause disqualification.***

3. All bids received may, at the option of the Government, remain open for acceptance or rejection for a period of up to ten (10) calendar days from the date of opening bids.
4. The property for sale is located at **Wilson Lake, Kansas**, and is now subject to inspection by prospective bidders. The District Engineer, Kansas City District, Corps of Engineers, 635 Federal Building, 601 East 12th Street, Kansas City, Missouri 64106-2824, thru the Realty Specialist, Civil Branch, Map Room on the 6th floor (Telephone: 816-389-3854), will, upon request, arrange for inspection of the property, and will furnish such further information as may be necessary with respect to the terms, conditions, and instructions herein contained. **The property may be inspected Monday through Friday, except holidays, from 8 a.m. to 3 p.m. local time by contacting Mr. Ryan Williams, Wilson Project Office, 4860 Outlet Blvd,**

Sylvan Grove, Kansas 67481, Telephone: (785-658-2551). The failure of any bidder to inspect, or to be fully informed regarding the condition and location of all or any portion of the property will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after opening. The description of the property is believed to be sufficiently specific for purposes of identification. The attached maps show the locations of the property. The maps are believed to be correct. *All acreages stated in this Invitation for Bids are approximate. Prospective applicants should verify the actual useable acreage for each sale unit.* Any error or omission in the description (including locations, when specified) shall not constitute any ground or reason for nonperformance of the contract or claim by the successful bidder for any allowance, refund, or deduction from the amounts offered. The property is offered for sale "as is" and "where is." The Government does not make any guaranty or warranty, express or implied, with respect to the property as to quantity, quality, character, condition, size or kind, or that the property is in condition or fit to be used for the purpose for which intended.

5. The sale will be on an **all cash** basis. Each bid must be accompanied by a **certified check, cashier's check, traveler's check, or postal money order payable to the order of "FAO USAED-Kansas City": FOR THE FULL AMOUNT BID.** All bids may remain open for acceptance or rejection by the Government for a period of up to ten (10) calendar days after the date set for opening of bids by this notice. Title to the property will remain in the United States until the full purchase price has been paid. **The successful bidder will not remove any property until payment in full is made** and a fully executed copy of the contract of sale is received from the said District Engineer, with authorization to proceed with removal.

NOTE: As specified above, no personal checks will be accepted.

6. Upon receipt of authority to proceed with removal of the purchased property, the successful bidder will assume all responsibility for the care and protection of the property and will expeditiously remove the property from the site and restore the site to a condition satisfactory to the Operations Manager, Wilson Lake Project Office, Kansas (Telephone: **785-658-2551**) in accordance with the following specifications:

a. **The hay offered for sale is for multiple cuttings during the time frame stated in paragraph f.**

b. Hay consists of cool season grasses and alfalfa.

c. The amount of harvestable forage shall be determined by the bidder prior to submitting a bid. The acreage figures shown represent only an approximation of the harvestable hay. The purpose of the attached maps is to show only the approximate size and location. They do not define precisely the limits of the hay sale items.

d. The successful bidder is required to notify Wilson Project office three days prior to each haying.

e. The premises will be left in a neat and orderly condition. The successful bidder will remove broken bales and/or unbaled windrows.

f. **Hay cutting and removal may start March 1, 2013.** Hay cutting must be completed by October 1, 2013. The successful bidder must complete hay removal, including cleanup, site restoration and removal of personal property within 10 days of baling.

g. The cutting of trees larger than 2” trunk diameter and grazing of livestock is prohibited.

h. The successful bidder, his employees or agents are responsible for any damage done to public facilities, trees, desirable vegetation or other Government property.

i. The successful bidder will bear all expense involved in accomplishment of the work required hereunder.

j. The successful bidder is encouraged to hay the area before average vegetation height reaches a height of 30”. The government reserves the right to mow the hay area when vegetation is allowed to grow to heights above 30”.

k. The Government has an annual dam inspection that will occur on three concurrent days between July 1st and September 15th. Hay area must be freshly cut prior to inspection. The Government will give successful bidder sufficient notice of inspection so successful bidder may harvest the hay. The Government will mow any vegetation over 4” immediately prior to inspection.

l. Equipment access routes will be established by the Project Representative prior to harvest.

7. In the event of any default by any bidder hereunder, all claim to and any title held in the property for sale, or any portion of it remaining, will be forfeited and all payments made by the defaulting bidder (including bid or performance deposits or bonds) will be applied by the Government to any loss, cost, and expense occasioned to the Government by the default (including any loss, cost and expense in selling or otherwise disposing of such property in such manner, whether economic or not, as time limitation may allow). The defaulting bidder is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the aforesaid payments. If the obligations of the successful bidder under the contract are discharged to the complete satisfaction of the said District Engineer, any performance deposit required hereunder will be promptly returned without interest. The deposits of unsuccessful bidders will be returned without interest as promptly as possible after rejection of the bids.

8. The successful bidder will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to, or arising out of, the operations of the successful bidder under this contract and the successful bidder agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to or arising out of this contract.

9. The successful bidder will not resell the property, or any portion thereof, or advertise the property, or any portion thereof, for resale until the property, or any portion thereof proposed for resale, has been removed from the site in accordance with this contract.

10. Sealed bids must be executed and submitted, IN DUPLICATE, on the bid form accompanying this Invitation For Bid, or on exact copies thereof. Additional copies of the

bid form may be obtained from the said District Engineer or Wilson Lake Project Office.

11. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by two authenticated copies of his Power of Attorney or other evidence of his authority to act on behalf of the bidder. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. If the bid is signed by the secretary of the corporation, the Certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies portions of the records of the corporation that will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.

12. The Notice number and bid opening time must be plainly marked on the left side of the sealed envelopes in which bids are submitted, for example:

**Return Address TO: DISTRICT ENGINEER
KANSAS CITY DISTRICT, CORPS OF ENGINEERS
PO Box 15339
601 EAST 12TH STREET
KANSAS CITY, MISSOURI 64106-2824**

Sealed Bid

**To be opened: Time 2:00 p.m. NOTICE NO. DACW41-13-B-RE-0109
Date February 28, 2013**

13. It will be the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in the Notice. Bids received prior to the time of opening will be securely kept, unopened. The person whose duty it is to open them will decide when the specified time has arrived and no bid or modifications of a bid, or withdrawals of a bid received thereafter, will be considered, except that those received before award is made, but delayed in the mails by occurrences beyond control of the bidder, may be considered if written certification is furnished by authorized postal authorities to that effect. No responsibility will attach for the premature opening of a bid not properly addressed and identified. All modifications of a bid or withdrawals of a bid must be in writing. Telegraphic bids will not be considered, but modifications or withdrawals, by telegraph, of bids already submitted will be considered if received prior to the time set for opening bids.

14. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested, who may be present, either in person or by representative; provided, however, that any information submitted in support thereof, the disclosure of which might tend to subject the person submitting it to a competitive business disadvantage, will upon request be held in strict confidence by the United States.

15. The right is reserved, as the interest of the Government may require, withdrawing any and all items from the sale; to reject any or all bids; and to waive any defect or informality in bids received.

16. Notice of acceptance or rejection of bids, notice of authority to proceed with removal of the purchased property and any other notices hereunder shall be deemed to have been sufficiently

given when mailed to the bidder, or his duly authorized representative, at the address indicated in the bid.

17. Any property of the United States damaged or destroyed by a bidder will be promptly repaired or replaced by the bidder to the satisfaction of the said District Engineer or, in lieu of such repair or replacement, the bidder will, if so required by the said District Engineer, pay to the United States an amount determined by the said District Engineer to be sufficient to compensate for the loss sustained by the United States.

18. Except as otherwise provided in this Notice of Availability, any dispute concerning a question of fact arising under this Notice of Availability which is not disposed of by agreement, shall be decided by the District Engineer, who shall reduce his decision to writing, and mail, or otherwise furnish a copy thereof to the bidder. The decision of the District Engineer shall be final and conclusive, unless, within 30 days from the date of receipt of such copy, the bidder mails, or otherwise furnishes, to the District Engineer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the bidder shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the bidder shall proceed diligently with the performance of the contract and in accordance with the District Engineer's decision. This condition does not preclude consideration of questions of law in connection with these decisions; provided, that nothing in this condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

19. This Invitation for Bids, including all the instructions, terms, and conditions set forth herein, and the bid, when accepted by the Government, shall constitute the contract of sale between the successful bidder and the Government. Such agreement shall constitute the whole contract, unless modified in writing and signed by both parties. No oral statements or representations made by, for, or ostensibly on behalf of either party shall be a part of such contract. Neither this contract, nor any interest therein, shall be transferred or assigned by the successful bidder.

20. No Member of or Delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise there from; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

21. The successful bidder warrants that he has not employed any person or agency to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability, or, at its option, to recover from the successful bidder the amount of such commission, percentage, brokerage or contingent fee in addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the successful bidder upon a contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. "Bona Fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

22. Sale of Property to Employees and Military Personnel: The sale of the Government property will not be made to civilian employees or military members of the Department of Defense,

(including an agent, employee, or member of the immediate family of such personnel), whose duties include any functional or supervisory responsibility for the disposal of real property under Army control.

23. SERVICE CONTRACT ACT OF 1965 (1979 SEP): Except to the extent that an exemption, variation or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any subcontractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under Section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (current rate). However, in cases where Section 6(e)(2) of the Fair Labor Standards Act of 1938 is applicable, the rates specified therein will apply. All regulations and interpretations of the Service Contract Act of 1965, as amended, expressed in 29 CFR part 4 are hereby incorporated by reference in this contract.

24. FLSA AMENDMENT (NOV 77): Notwithstanding any other provisions of this contract, the minimum wage payment shall be as specified by P.L. 93-259 or the Service Contract Wage Determination Rate, if any, whichever is greater.

SPECIAL INSTRUCTIONS TO BIDDERS: ATTENTION IS INVITED TO THE FACT THAT THE INTERSTATE COMMERCE ACT MAKES IT UNLAWFUL FOR ANYONE OTHER THAN THOSE DULY LICENSED UNDER THE ACT TO TRANSPORT THIS PROPERTY IN INTERSTATE COMMERCE FOR HIRE. ANYONE AIDING OR ABETTING IN SUCH VIOLATION IS A PRINCIPAL IN COMMITTING THE OFFENSE (49 U.S.C. 301-327 and 18 U.S.C. 2).

DATA REQUIRED BY THE PRIVACY ACT OF 1974: The personal information requested on the Notice of Availability and sales contract for the sale of Government real property, as authorized by the Federal Property and Administrative Services Act of 1949 (63 Stat. 377) is needed and will be used to complete the sale, in the case of the successful bidder and to contact all bidders. The sale document, containing the bidder's address, will be made available to members of the public upon request. The furnishing by the bidder/purchaser of their telephone number and/or address is voluntary and will have no effect on their bid.