

# INVITATION, BID, AND ACCEPTANCE Sale of Government Property

Washington - 3  
Invitation No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

U. S. DEPARTMENT OF AGRICULTURE Production and Marketing Adm. Labor Branch  
(Bureau) (Office or station)  
Howard A. Preston, Chief of Operations, 516 Morgan Bldg., Portland 5, Ore. April 8, 1948  
(Address) (Date)

## INVITATION

Sealed bids, in Trip. subject to the general conditions on the reverse hereof, will be received at 516 Morgan Bldg.  
Portland 5, Oregon until 10:00 o'clock a. m., April 16, 1948 and then publicly opened  
for the purchase and removal of the following Government-owned property and/or equipment. Envelopes containing bids must be  
sealed and marked on the upper left-hand corner with the name and address of the bidder, identification of the invitation, and the date  
and hour of opening.

Howard A. Preston Chief of Operations  
(Name) (Title)

Item No.	ARTICLES	Quantity	Unit	Unit Price	Amount	
					Dollars	Cents
1	<b>FARM LABOR SUPPLY CENTER, Complete</b> (Ahtanum Center) Yakima, Washington Located $\frac{1}{2}$ mile South of the City limits of Yakima and consisting of 46 Farm Labor Houses, 194 Shelters, 1 Manager's House, 1 Central Utility Bldg., 1 Community Bldg., 1 Gate House, 1 Clinic, 1 Isolation Utility Bldg., 1 Isolation Ward, 3 Comfort Stations, 13 4-car Garages, 1 Mess Hall, 1 Warehouse, 1 Oil House, 1 Maintenance Shop, 1 Sewage Disposal Pump House, 146 Tent slabs and 49 other small buildings and sheds; also with complete sewage and water systems, Electrical distribution system and all Government-owned personal property in use at the center; all on approximately 62 acres of land; and exempting therefrom the land and five buildings at the East border of the center making up the present warehouse area. Attachment - "Description and Conditions of Sale" is made a part and condition of this invitation. Attachment - "Statement of Bidder" will be considered in analyzing the bid. Sale to be made under Public Law 298 which limits eligible bidders to public or semi-public agencies or nonprofit associations of farmers, any of which must agree to use the facility on the same site for the continued housing of agricultural workers. Forward bids, or inquiries concerning the sale, to Howard A. Preston, Chief of Operations, 516 Morgan Bldg., Portland 5, Oregon (Phone ATwater 7131)	1	Only			

A bid deposit of No percent of the total amount bid, in the form of postal or express money order or cashier's or certified check, made payable to the Treasurer of the United States, must accompany the bid. The property described herein is located at (See above description of location) and may be inspected by contacting Valley Farm Camps, Inc.  
between the hours of 8:00 A. M. and 5:00 P. M. on April 8 to April 16 (date). Property must be removed by the successful bidder within \_\_\_\_\_ calendar days after notice of award, time to be computed from date of mailing.

## BID

(Date)

In compliance with the above invitation for bids, and subject to all of the conditions thereof, unless otherwise specified herein, the undersigned hereby agrees, if this offer be accepted within \_\_\_\_\_ calendar days from the date of opening, to purchase any or all of the items upon which prices are quoted, at the price set opposite each item.

Bidder \_\_\_\_\_ Address \_\_\_\_\_  
By: \_\_\_\_\_ Title \_\_\_\_\_

## ACCEPTANCE BY THE GOVERNMENT

(Date)

Accepted as to items numbered \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

(OVER)



## GENERAL CONDITIONS

1. The right is reserved to reject any or all bids, or any part of a bid, to waive any informality in bids, and unless otherwise specified by the Government or the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit price will govern. When equal bids are received, award will be made by lot.

2. Telegraphic bids will not be considered unless called for in the invitation, but modifications by telegram of bids already submitted immediately confirmed by mail will be considered if received prior to the time set for opening.

3. All property listed herein is offered "as is" and "where is" without warranty or guaranty as to quality, character, condition, weight, size, or kind, and no claim will be considered for allowance or adjustment based upon failure of the property to correspond with the standard expected. Bidders are therefore CAUTIONED TO INSPECT THE PROPERTY PRIOR TO SUBMITTING BID, as failure to inspect will not constitute grounds for relief, or for the withdrawal of a bid after opening date.

4. Deposits of unsuccessful bidders will be refunded promptly. Deposits of successful bidders will be held as security for the completion of the contract.

5. The bidder agrees that, if his bid be accepted, he will make full payment for and remove the property at his own expense within the time specified; and that the property shall not be removed until full payment therefor is made. The purchaser further agrees to reimburse the Government for any damage to Government property caused by his removal operations. It is also expressly understood and agreed that the property shall be held at the sole risk of the purchaser and that the Government shall not be responsible, after receipt of notice of acceptance of his bid, for any storage charges or for loss of the property or damage thereto by fire, theft, or other causes.

6. If the successful bidder fails to pay for and remove the property within the time specified, the Department reserves the right, upon written notice to the purchaser, to sell or otherwise dispose of the property and charge the loss, if any, to the account of the defaulting contractor, the deposit submitted with his bid to be held and applied in whole or in part satisfaction of such loss. If the property is resold by the original purchaser prior to the expiration of the time allotted for removal, the original purchaser will in no way be released from full compliance with the terms and conditions of the sale.

7. No Member of, or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this sale if made to a corporation for its general benefit.

8. The bidder's submission of a proposal shall constitute a representation that it is in compliance with any Office of Price Administration maximum price regulations applicable to the articles specified in the invitation.

9. When the invitation specifically provides that used equipment is being disposed of contingent on the delivery of new replacement equipment, the Department reserves the right to operate the old equipment until delivery of the new equipment has been made. Fifteen (15) calendar days after notice, computed from date of mailing, to the successful bidder that the new equipment has been delivered will be allowed for the removal of the old equipment, unless otherwise specified. Such equipment will be surrendered to the successful bidder in as good condition, normal wear and tear excepted, as at the time of inspection. In the event the old equipment is damaged by accident or otherwise, except by normal wear and tear, during the period of use by the Government, after acceptance of the bid, the offer may be withdrawn at the option of the bidder or the Department.

10. All controversies concerning questions of fact arising under this contract shall be decided by the contracting officer, subject to written appeal by the purchaser, within fifteen (15) calendar days after decision by such officer, to the head of the Department, or any officer of the Department authorized to act for him, whose decision shall be final and conclusive.



## DESCRIPTION AND CONDITIONS OF SALE

1. The deed conveying title to the real property being sold under this notice will be a quit-claim deed and shall include a provision that the grantee and his assigns shall operate and maintain the property for the principal purpose of housing persons engaged in agricultural work and relieve the Government of all responsibility in connection therewith, and if the property is not so operated and maintained, the Government, at its option may re-enter upon the property and terminate the estate conveyed and that the grantee and his assigns will upon demand execute and deliver to the Government a quit-claim deed for the property.
2. In each bill of sale or other sales document conveying title to personal property sold under this notice there shall be included a statement to be signed by the purchaser that the purchaser agrees to use the property for the purpose of housing persons engaged in agricultural work.
3. The Government will not supply any abstract or other title evidence.
4. Revenue Stamps required as a stamp tax on any deed will not be the responsibility of the United States and accordingly shall be furnished by the purchaser.
5. All minerals including source material in the real property being sold hereunder will not be transferred to the purchaser as a condition of this sale.
6. Legal Description:

The entire camp area as now owned by the Government is described as follows: Beginning at a point in the center of a county road, said point being North 89° 33' East, 334.24 feet from the West Quarter corner of Section 1, Township 12 North, Range 18 East, of the Willamette Meridian:

thence, South 2° 38' West for a distance of 1936.32 feet to a point;  
thence, North 88° 47' East for a distance of 1928.48 feet to a point;  
thence, North 0° 19' East for a distance of 1295.45 feet to a point;  
thence, North 76° 35' West for a distance of 1012.37 feet to a point;  
thence, North 20° 52' West for a distance of 401.68 feet to a point in the center of a county road;  
thence, South 83° 30' West along center of county road for a distance 63.65 feet to a point;  
thence, South 89° 33' West along the center line of a county road for a distance of 655.19 feet, more or less, to the point of beginning and containing 71.653 acres;

subject to all easements of record and usage, taxes and easements, if any; and rights of persons in possession, if any. Together with easements for purposes of rights of way, construction and maintenance of ditches for drainage and for the disposal of effluent from the sewage disposal plant.

Reserved from the aforementioned area for disposal through other channels is the present warehouse area on the easterly side of the camp, an area approximately 1,000 feet long and 400 feet wide, of approximately 9 acres.



## DESCRIPTION AND CONDITIONS OF SALE

1. The deed conveying title to the real property being sold under this notice will be a quit-claim deed and shall include a provision that the grantee and his assigns shall operate and maintain the property for the principal purpose of housing persons engaged in agricultural work and relieve the Government of all responsibility in connection therewith, and if the property is not so operated and maintained, the Government, at its option may re-enter upon the property and terminate the estate conveyed and that the grantee and his assigns will upon demand execute and deliver to the Government a quit-claim deed for the property.
2. In each bill of sale or other sales document conveying title to personal property sold under this notice there shall be included a statement to be signed by the purchaser that the purchaser agrees to use the property for the purpose of housing persons engaged in agricultural work.
3. The Government will not supply any abstract or other title evidence.
4. Revenue Stamps required as a stamp tax on any deed will not be the responsibility of the United States and accordingly shall be furnished by the purchaser.
5. All minerals including source material in the real property being sold hereunder will not be transferred to the purchaser as a condition of this sale.
6. Legal Description:

The entire camp area as now owned by the Government is described as follows: Beginning at a point in the center of a county road, said point being North  $89^{\circ} 33'$  East, 334.24 feet from the West Quarter corner of Section 1, Township 12 North, Range 18 East, of the Willamette Meridian:

thence, South  $2^{\circ} 38'$  West for a distance of 1936.32 feet to a point;  
thence, North  $88^{\circ} 47'$  East for a distance of 1928.48 feet to a point;  
thence, North  $0^{\circ} 19'$  East for a distance of 1295.45 feet to a point;  
thence, North  $76^{\circ} 35'$  West for a distance of 1012.37 feet to a point;  
thence, North  $20^{\circ} 52'$  West for a distance of 401.68 feet to a point in the center of a county road;  
thence, South  $83^{\circ} 30'$  West along center of county road for a distance 63.65 feet to a point;  
thence, South  $89^{\circ} 33'$  West along the center line of a county road for a distance of 655.19 feet, more or less, to the point of beginning and containing 71.653 acres;

subject to all easements of record and usage, taxes and easements, if any; and rights of persons in possession, if any. Together with easements for purposes of rights of way, construction and maintenance of ditches for drainage and for the disposal of effluent from the sewage disposal plant.

Reserved from the aforementioned area for disposal through other channels is the present warehouse area on the easterly side of the camp, an area approximately 1,000 feet long and 400 feet wide, of approximately 9 acres.



STATEMENT OF BIDDER

A. Facility covered by bid \_\_\_\_\_

B. Name and address of bidder \_\_\_\_\_  
\_\_\_\_\_

## C. Statement of Eligibility:

We, as bidder, verify that within the meaning of Public Law 298 of the 80th Congress we are classified as follows:

1. Public agency - - - - - \_\_\_\_\_
2. Semi-public agency - - - - - \_\_\_\_\_
3. Nonprofit association of farmers - - - - - \_\_\_\_\_

## D. If bidder is a nonprofit association of farmers the following is to be filled in:

1. When association formed \_\_\_\_\_
2. Why association formed \_\_\_\_\_
3. What is composition of membership? \_\_\_\_\_  
\_\_\_\_\_
4. Have charter and/or by laws been furnished to the Labor Branch as proof of nonprofit status? \_\_\_\_\_ (If not, attach hereto)

## E. Financial status of bidder:

1. If public or semi-public agency attach copy of legislation or resolution authorizing the purchase.
2. If a nonprofit association of farmers attach a financial statement, or a comparable document that will sum up the financial condition of the assn.

## F. Use to which property and equipment will be put:

1. Type of agricultural labor to be housed \_\_\_\_\_
2. Crops in which workers are to be employed \_\_\_\_\_
3. To whom will the facilities of the camp be available? \_\_\_\_\_  
\_\_\_\_\_

## G. Plan of operation of the unit:

1. Approximate operating dates each year \_\_\_\_\_
2. Size and duties of staff:

Camp Manager. Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Camp Clerks, Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Camp Maintenance Men. Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Duties: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



3. Rental Schedule to be used:

Rates per: (X out two)  
Day week month

If occupied by  
a family

If occupied by  
Single Workers

Manager's Home

\$

\$

Labor Home w/interior plumbing

Apartment w/interior plumbing

Unit of a Row Shelter

Individual wood shelter

Tent Shelter w/sidewalls

Tent

4. Recruitment methods to be used :

5. Medical Program:

6. Will occupancy be permitted to all agricultural workers for work in the area and without restriction as to race, creed or color?

7. Plan of maintenance and care of the property:

8. Insurance plan for the property:

We certify that information submitted herein and/or herewith in answer to paragraphs A through E above is true and correct and that information submitted herein in answer to paragraphs F and G above represent our true intent.

Dated at \_\_\_\_\_ This \_\_\_\_\_ Day of \_\_\_\_\_ 1948

Bidder:

Authorized representative

Title