

**Solicitation:
An Opportunity for Agricultural Hay Field Special Use Permit
MWR-BUFF-1000-XXX**



SOLICITATION

AGRICULTURAL SPECIAL USE PERMIT (SUP)

Buffalo National River
National Park Service
Midwest Region

Solicitation # BUFF-MWR-1000-XXX

SOLICITATION ISSUED: October 12, 2012

BIDS DUE: October 29, 2012

Bids must be received by the National Park Service no later than 2:00 pm of the due date listed above and should be addressed to:

Rachel Green Norton
Agricultural Special Use Permit Coordinator
National Park Service
Buffalo National River
402 N. Walnut St., Suite 136
Harrison, AR, 72601
870-365-2776

Solicitation Opportunity
for
Agricultural Special Use Permit
Buffalo National River

Solicitation # BUFF-MWR-1000-XXX

The National Park Service (NPS) intends to award one (1) Special Use Permits for a parcel within portions of Buffalo National River in Searcy County. In the parcel being offered, agricultural use is limited to hay cutting. The Bid Sheet, parcel description, and map is attached to this Solicitation. Permits will not be solely issued based upon the highest bid for each parcel. The ability to perform the work, knowledge of the SUP agricultural program, and past performance will be included in the selection process.

The Service is conducting this Solicitation for Agricultural Special Use Permits in accordance with 16 United States Code 1-4 and 36 Code of Federal Regulation Parts 1 – 7.

In the event of any inconsistency between the terms of this Solicitation and 36 Code of Federal Regulation Parts 1-7, 36 Code of Federal Regulation Parts 1-7 will prevail. In the event of any inconsistency between the description of the terms contained in this Solicitation and the Special Permit itself, the terms of the Special Use Permit will prevail.

Bidders are responsible for undertaking appropriate due diligence with respect to this Agricultural SUP opportunity. All of the statements made in this Solicitation regarding the nature of the opportunity and its likely future are only opinions of the National Park Service. Offerors may not rely on any representations of the Service in this regard.

Term and Effective Date

This permit will be for a term of one (1) year beginning on its effective date, which is estimated to be January 1, 2013. The expiration date of the permit will be December 31, 2013.

Minimum Bids

Minimum acceptable bids are listed on the parcel information sheet (Attachment 2) and the application page (Attachment 3).

Permit Conditions

See Special Use Permit and conditions (Attachment 4). The bidder is responsible for reviewing the Special Use Permit and specifically the terms and conditions of the permit, including any exhibits, to determine the full scope of the permittee holder's responsibilities under this permit. Soil tests are taken annually by NPS and the permit holder is responsible for applying the minimum recommended amounts of fertilizer and lime. No reimbursement will be provided to the permittee for the expense of fertilizer and lime.

Access and Road Conditions

The condition of fields and access roads varies from location to location (See Attachment 1). Bidders are responsible for determining the condition of fields and access roads before submitting a bid and accept those conditions "as is." Some fields contain public roads and all fields are open to limited public use. Vehicle access is restricted in some fields and permit holders will be required to maintain a lock on the access gates to the restricted fields. NPS will maintain a lock on the opposite end of the gate. Agricultural permits are for the specific agricultural use only and do not authorize any other form of use by the permit holder. Road work is not to be completed by permittee without prior approval from the Superintendent or his representative.

Maps

A map indicating the location of the available field is attached (See Attachment 2). Fields are identified by name and tract number which is found on the bid list and on each map.

Field Viewing

It is strongly suggested that bidders view the field prior to submitting a bid. There will not be park staff available for opening gates for viewing opportunities.

How to Submit a Bid

1. Complete Attachment 3, Solicitation Application.
2. Send the signed and dated Solicitation Application in a sealed envelope with the following marked on the outside of the envelope:

“AG SUP SOLICITATION PROPOSAL, MAILROOM DO NOT OPEN”

Rachel Green Norton
Agricultural Special Use Permit Coordinator
National Park Service
Buffalo National River
402 N. Walnut, Suite 136
Harrison, AR 72601

3. Show your name and address in the upper left-hand corner of the envelope.
4. The NPS must receive your bid by the time and date and at the address shown above. NPS is not responsible for mail delivery by the United States Postal Service.

Your bid will not be accepted if:

1. Your Bid Form was not received by the NPS by the deadline as described in this Solicitation.
2. Your Bid Form was not signed and dated.

Notification of Successful Bid

The National Park Service will notify the successful bidders, via certified mail, within seven (7) working days after the bid opening.

1. The successful bidder must submit a completed Special Use Permit (SUP) Application form (See Attachment 5) to the National Park Service at the address shown on the cover of this Solicitation within seven (7) working days from receipt of a Notice of Successful Bidder. A one-time \$50 cost recovery application fee, in the form of a check, money order or cashier's check made to the National Park Service, must be enclosed with the completed SUP form.
2. If the successful bidder fails to submit a completed Special Use Permit (SUP) form and pay the \$50 cost recovery application fee within the time frame specified in this Solicitation, the National Park Service may select another successfully responsive bidder for award of the SUP, or will cancel the selection.

Special Use Permit Issuance

1. Upon receipt of the completed SUP Application form and \$50 cost recovery application payment, the Service will issue the SUP for the successful bidder's signature. The bidder must sign and return the SUP to the Service within five (5) working days to the address listed below:

Rachel Green Norton
Agricultural Special Use Permit Coordinator
National Park Service
Buffalo National River
402 N. Walnut, Suite 136
Harrison, AR 72601

2. If the successful bidder fails to submit the signed SUP within the time frame specified, then the National Park Service may select another successfully responsive bidder for award of the SUP, or will cancel the selection.

Additional Information

For information regarding field locations, access, or Special Use Permit terms or conditions, please contact:

Rachel Green Norton
Buffalo National River
Agricultural Special Use Permit Coordinator
(870) 365-2776

Attachments:

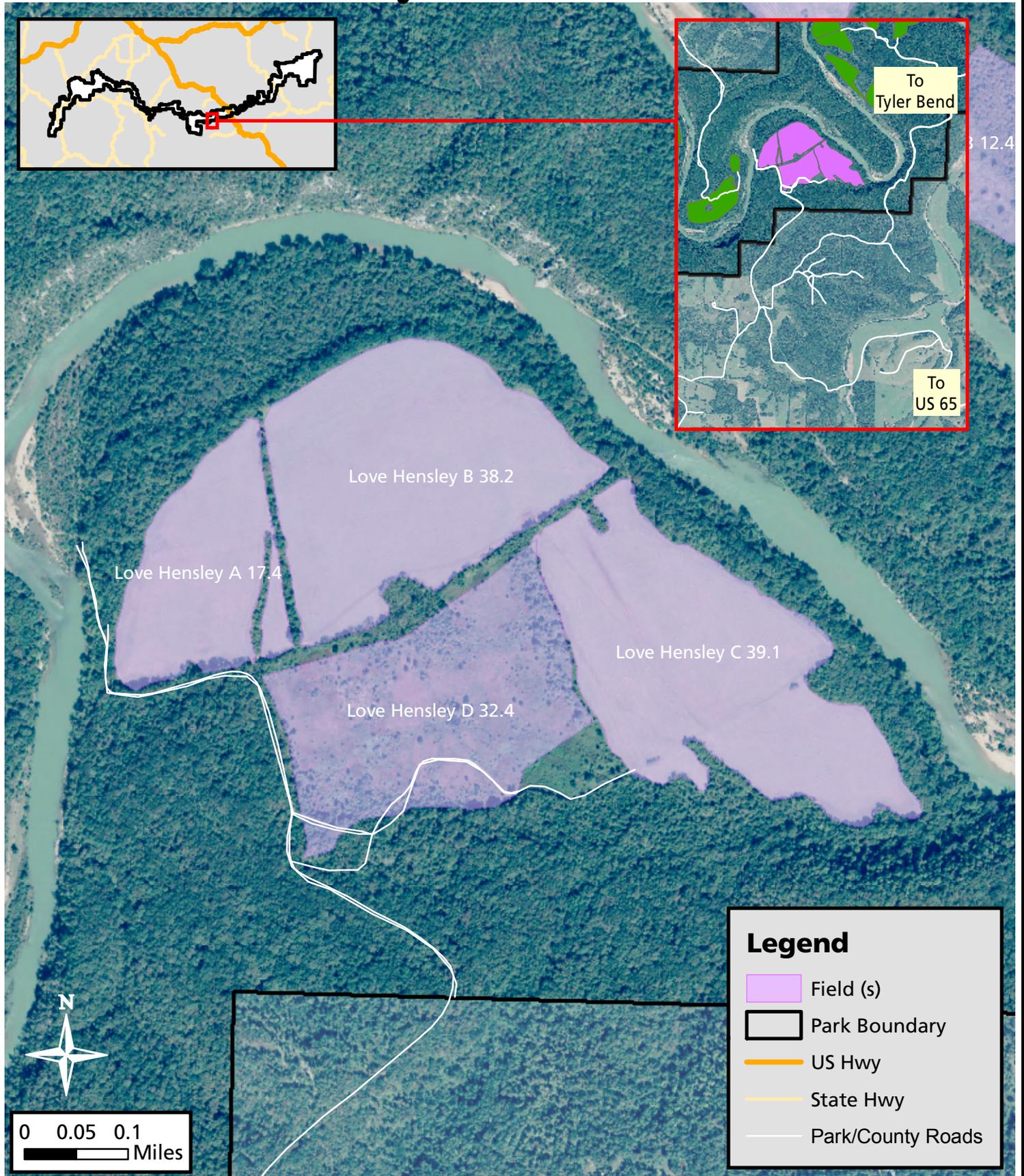
- Attachment 1: Hayfield Information and Directions
- Attachment 2: Parcel Map
- Attachment 3: Application and Bid Form
- Attachment 4: Sample Special Use Permit with Conditions
- Attachment 5: Sample Special Use Permit Application (NPS form 10-930)

Hay Field Parcel Information and Directions

<u>Parcel I.D</u>	<u>Field Name</u>	<u>Tract Number</u>	<u>Grazing or Hay</u>	<u>County</u>	<u>Acres M/L*</u>	<u>2011 Fertilizer Recommendations N-P-K</u>	<u>Minimum Bid</u>	<u>Directions; Physical Location**</u>
1.	Love Hensley	01-124	H	Searcy	94.7	120-80-230	\$16.20 per acre \$1,534.14 total	Take Hwy 65 South, turn right on Hwy 74 towards Snowball. Take a right at the 'T' after crossing Calf Creek. Take the next left on River Road. Then take a right on Getaway Road. Go straight



Love Hensley



2013 Buffalo National River Agriculture SUP Solicitation Application

Buffalo National River Hay Fields Special Use Permits

Solicitation # MWR-BUFF-1000-XXX

PLEASE PRINT

Name: _____

Address: _____

Phone Number: _____

Please answer the following questions regarding your experience in farming and your ability to carry out the responsibilities of an Agriculture Special Use Permit (SUP). You may attach additional pages in your response. Your responses will be ranked with a point value system.

1. Operational Experience (0-5 points)

a) Describe how your agricultural experience will help you effectively carry out the requirements of an Agriculture Special Use Permit. Please include the number of years of experience in hay field operations and where you have worked hay fields.

2. Special Use Permit History (0-5 points)

a) Have you ever held an Agricultural Special Use Permit with the National Park Service? If so, please provide the dates and locations.

b) If you have previously held an Agricultural SUP, was it terminated by the NPS or were you unable to perform the requirements? If so, please describe the circumstances that lead to a termination and/or explain why you were unable to perform the requirements of the permit.

3. Solicitation Application (0-4 points)

a) Please write in your bid ONLY for parcels you wish to bid on. All bids will be considered

2013 Buffalo National River Agriculture SUP Solicitation Application

PLEASE SIGN THE LAST PAGE OF THIS APPLICATION TO SUBMIT YOUR BID

PLEASE SIGN THE LAST PAGE OF THIS APPLICATION TO SUBMIT YOUR BID						
<u>Parcel ID</u>	<u>Tract Number</u>	<u>Total Acres</u>	<u>Parcel Name</u>	<u>Wildlife Enhancement Plan Requirements</u>	<u>Per Acre Bid Ex. \$5.00/Acre</u>	<u>Total Bid Ex. \$25.00 Total</u>
1.	01-124	94.7 m/l	Love Hensley	None at this time		

I agree to pay the above bid amount if chosen and abide by all conditions of the Agriculture Special Use Permit.

Signature: _____ Date: _____

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$_____ and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.

9. Permittee agrees to deposit with the park a bond in the amount of \$ _____ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

Add additional park specific conditions sequentially.

SPECIAL USE PERMIT CONTINUATION SHEET
PERMIT #BUFF-MWR-XXX

Buffalo National River
Agricultural (Haying) Permit Conditions

1. Permittee is required to mow the entire acreage designated in this permit at least once each year to maintain the open field(s). The Superintendent reserves the right to request the permittee to mow, in addition, an acreage equal to 25% of the permitted acreage for the following park needs, but not limited to, historic structure protection, fire protection and visitor use. **No mowing will be permitted within 100 feet of river or creek banks.**
2. No trees or shrubs shall be cut without prior approval of the Superintendent or his representative, except for those which have fallen into the field or road access as a result of natural events such as flooding, ice storms, windstorms, etc.
3. Permittee will annually fertilize and/or lime to meet the minimum recommendations of the Cooperative Extension Service obtained from soil samples collected by National Park Service personnel.
4. Permittee is required to supply the National Park Service with copies of the TARE ticket(s) or receipt(s) from the supplier of fertilizer and/or lime applications by October 15 of each year.
5. Permittee is required to complete all work on fields with Wildlife Habitat Enhancement Plans. Required work will be described in the final Special Use Permit. Not all fields will have Wildlife Habitat Enhancement Plans.
6. Plowing, disking, or disturbing the soil or surrounding vegetation, burning, or use of pesticides or agri-chemicals is prohibited without written approval from the Superintendent.
7. Once baled, hay will be removed from Buffalo National River lands within 30 days unless otherwise permitted by the Superintendent.
8. Permittee is to mow only the acreage designated by permit leaving all other areas unmowed.
9. Any archeological or historical artifacts found on park lands will be turned over to the Archeologist.
10. No grazing or pasturing of livestock is authorized on any areas pertaining to this permit.
11. The named permittee is held solely responsible for assuring that all conditions of this permit are met. No subleasing is permitted.
12. The permittee understands that the National Park Service cannot guarantee that trespass grazing and feral hog trespass from neighboring lands will not occur and the National Park Service is not responsible for damages resulting from such trespass.
13. The permittee agrees to hold the United States free and harmless from any and all claims for injuries to persons or damage to property resulting from the exercise of privileges granted by this permit.

14. All lands under this permit shall be accessible to the general public for the purposes of hunting, fishing or other recreational purposes (excluding camping) providing that no property damage is caused, and shall not be posted otherwise.
15. Either party, Government or permittee, may cancel this permit upon 30 days written notice to the other party. No refund of fee or expenses is due the permittee by reason of cancellation or revocation of this permit.
16. The National Park Service will give the permittee as much advance notice as possible, but reserves the right to enter upon and use the land or withdraw portions of the land from the permit for any purpose relevant to the development and/or maintenance of the park, including but not limited to construction of trails, and shall not be held responsible for any damages suffered by the permittee from such action.
17. An interest charge will be assessed on overdue amounts for each thirty (30 day period, or portion thereof), that payment is delayed. The percent of interest charged will be based on the current values of funds to the United State Treasury as published quarterly in the Treasury Fiscal Requirements Manual. The Director may also impose penalties for late payment to the extent authorized by Applicable Law.
18. Failure to comply with any of the above conditions will result in cancellation of this permit.

NPS Form 10-930
 OMB No. 1024-0026
 NEW 10/00
 Expires 6/30/2013

National Park Service
Buffalo National River
402 N. Walnut, Harrison, AR 72601
870-365-2700



Application for Special Use Permit

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** Allow **AT LEAST** 4 business days for processing (2 business days for First Amendment requests). A non-refundable processing fee should accompany this application unless the requested use is an exercise of a First Amendment right. You will be notified of the disposition of the application and the necessary steps to secure your final permit. Your permit may require the payment of cost recovery charges and proof of liability insurance naming the United States of America as also insured.

Applicant Name:	Organization Name: N/A
Social Security #:	Tax ID # N/A
Street/Address:	Street/Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone #:	Telephone #:
Cell phone #:	Cell phone #:
Fax #:	Fax#:
E-mail:	E-mail:

Description of Proposed Activity (attach diagram, attach additional pages if necessary):

Requested Location: _____

Date(s): _____ N/A _____

Event set up will begin: (date and time)	Event will begin: (date and time)	Event will end: (date and time)	Removal will be done: (date and time)
N/A	N/A	N/A	N/A

Note that this is an application only, and does not serve as permission to conduct any use of the park. If your request is approved, a permit containing applicable terms and conditions will be sent to the person designated on the application. The permit must be signed by the responsible person and returned to the park prior to the event for final approval by the Park Superintendent.

NOTICES

Privacy Act Statement: The Privacy Act of 1974 (5 U.S.C. 552a) provides that you be furnished with the following information in connection with information required by this application. This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Applicants are required to provide their social security or taxpayer identification number or activities subject to collection of fees by the National Park Service (31 U.S.C. 7701) Information from the application may be transferred to appropriate Federal, State, local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

Paperwork Reduction Act Statement): This information is being collected subject to the Paperwork Reduction Act (44 U.S.C. 3501) to allow the park manager to make a value judgment on whether or not to allow the requested use. All applicable parts of the form must be completed. A Federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Estimated Burden Statement: Public reporting burden for this form is estimated to average 30 minutes per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any aspects of this form to the National Park Service, Special Park Uses Program Manager, 1849 C Street NW (2460), Washington, D.C. 20240