

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTY

INVITATION TO BID

FOR LEASE

STATE-OWNED REAL PROPERTY

KENTUCKY DEPARTMENT OF FISH AND WILDLIFE RESOURCES

LEASE OF 373 ACRES OF AGRICULTURE LAND

HIGGINSON-HENRY WILDLIFE MANAGEMENT AREA

UNION COUNTY, KENTUCKY

Invitation No: 09162021

Bid Opens: Thursday, September 16, 2021 at 3 p.m. EDT

INSTRUCTIONS TO BIDDERS

- (1) Bid must be submitted on the "Form of Proposal" included within and made part of this Invitation, appropriately signed, and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, not later than the specified "bid opening" time and date.
- (2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
- (3) For further information contact Wendell Harris, State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, phone: (502) 203-5051 or email: wendell.harris@ky.gov.
- (4) Anyone interested in the results of this bid opening may participate in a conference call at the time listed by dialing 502-782-2663 and entering the participation code 42014.

Invitation to Bid
Agricultural Land
Higginson-Henry Wildlife Management Area
Union County

General Terms and Conditions

At the request of the Department of Fish and Wildlife Resources, the Division of Real Properties issues this invitation to bid on the lease of agricultural land at the Higginson-Henry Wildlife Management Area located in Union County, Kentucky.

Sealed bids, subject to the conditions contained herein, will be opened at the Division of Real Properties, Bush Building, 403 Wapping St, 3rd Floor, Room 300, Frankfort, KY 40601, **Thursday, September 16, 2021 at 3 p.m. EDT**

Property to be leased: The land to be leased is owned or licensed to the Kentucky Department of Fish and Wildlife Resources, and is utilized for the purpose of implementing, operating, and managing a fish and wildlife program. The land to be bid consists of approximately 373 acres of row crop with previous row-cropping history. Each field can be identified by field number which corresponds to the listing in the bid form. The field numbers are assigned by the supervising area biologist. The bid forms reflect a five (5) year crop rotation for each field. Bids should indicate the annual per acre cost rental that the bidder is willing to pay for the row crop acreage during the contract period. Rental payments will be based on the amount of acreage planted in that cropping year. The lessee is not expected to pay rental on acreage that is left fallow or planted in food plots as designated by KY Dept. of Fish and Wildlife Resources during each cropping year. At the end of each cropping year, KDFWR staff will use GPS equipment to confirm the amount of acreage planted in each field during that year. In the event of crop failure because of natural events (flooding, hail, etc.), the lessee will still be expected to pay rent on the acreage planted. Financial losses accrued as a result of crop losses due to natural events should be handled through the lessee's insurance provider(s). The cash rental is in addition to leaving an assigned percentage of the crop in the field for wildlife and delivery of wheat seed, and for road maintenance concessions. The percentage of crop left in the field for each tract is listed in the bid forms, and is dependent upon the wildlife management plan of the WMA (see bid forms for details). The share of crop left in the field shall become the property of the Kentucky Department of Fish and Wildlife Resource and may not be altered until after March 15th and with approval from the KY Department of Fish and Wildlife Resources, Supervising Biologist. Additionally, prior to harvest in each cropping year, the lessee shall contact KDFWR personnel to determine the location of where crops are to be left standing in each field. The pattern in which crops are to be left standing is often extremely important for the overall management plan on the WMA, and is often the sole reason for having row crop production in the field. Therefore, failure to contact KDFWR personnel prior to harvest concerning where crops are to be left standing will result in a penalty of \$750, payable at the end of the cropping season when cash rental payments are due. Several fields and portions of fields on the property have been retired as

part of habitat management programs. Additionally, during certain cropping years, portions of fields may be left out of row-crop production to improve wildlife habitat or provide public hunting opportunities on the WMA. Lessee will be notified of these areas prior to each cropping year by the Supervising Biologist or designated KDFWR staff. Tenants shall not disturb, mow, crop, apply herbicides to, or otherwise alter any non-crop areas without approval of the supervising biologist. Damage to non-crop areas as a result of farming activities conducted by the lessee will result in a financial penalty at the end of each cropping year. The penalty for damage to non-crop acres will be \$250/acre, and will be paid at the end of the cropping year at the same time annual cash rental payments are due. The acreage of non-crop damage will be calculated by KDFWR staff under the direction of the Supervising Biologist using GPS equipment, and descriptions of the damages will be thoroughly documented in writing and with photographs. KDFWR realizes that accidents and minor mistakes do occur, therefore, the penalty for damage to non-crop areas applies only for those instances where blatant negligence has occurred, as determined by the Supervising Biologist. See the WMA Land Use Conditions and Contract Annex for further details. ***The Department of Fish and Wildlife will have the right to withdraw acreage from the annual leases at its discretion for the purposes of soil and water conservation and/or wildlife habitat management practices at any time during the length of the contract.***

Soil Testing/Fertilization/Lime

The Lessee will be required the first year of the contract to perform soil tests on fields they utilize and provide copies of the test and proof of fertilizer application. For consistency, the University of Kentucky's Extension offices in each county should be used for the soil test services. All test results and field locations shall be kept on file at the appropriate local office location for each property involved. The Lessee shall comply with soil test recommendations for lime using at a minimum 2 tons/acre or the recommended rate. Chicken litter is not allowed.

Maps, History and Site Visit: Maps showing the property to be leased are included in this document. Available maps show individual field numbers and their corresponding acreage. It is expected that the row crop rotation be maintained with approximately 50% yellow corn and 50% soybeans for the term of this contract. Bidders are urged and expected to inspect the property to be leased and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the lease, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the lease. Bidders are encouraged to discuss the property to be bid with Thomas Young, Supervising Wildlife Biologist, PH (270) 827-2673, or Curt Divine, Higginson-Henry Game Management Foremen, PH 270-389-3580 during regular business hours.

Bid Forms: Bid forms are available at the Higginson-Henry WMA office, 6440 State Route 56 E, Morganfield, KY 42437, or the Sloughs WMA office, 9956 Highway 268, Corydon, KY 42406. You may also call Thomas Young (270) 827-2673 or Curt Divine, 270-389-3580, to request a bid package. Bid forms list all fields by KDFWR Tract and Field Number and FSA tract and field number. These numbers correspond to the field numbers

shown on the maps. The bid form includes a rotation plan for each field. Deviation from the rotation plan is not permitted without prior approval from the Supervisory Biologist. Lessee will only be required to pay rent on the amount of acreage planted. Each year, the Department may plant a food plot in a portion of a field(s) to provide public dove hunting opportunity. The lessee will be provided with a map of the proposed dove hunting food plot location and acreage for each year. Lessee shall not mow, disturb, apply herbicides to, or otherwise disturb food plots established by the Department. The Supervisory Biologist reserves the right to change the location/acreage of food plots during any given year; however, the lessee will be notified of any changes prior to planting season of each year. The Department reserves the right to apply cover crops at its expense, and in any row crop field following harvest. The operator will destroy that cover crop to plant the next crop(s). The tenant is allowed and encouraged to implement cover crops on any field(s) of their choosing, as long as it does not interfere with the crop rotation plan, and the tenant gains approval from the supervising biologist on the proposed cover crop management practices.

Bids: Bidders are bidding on all of the row crop acreage on Higginson-Henry WMA. **Bidders should submit their bids on the enclosed Bid Form and these should be completely filled out, signed, and submitted in the enclosed bid envelope, with 1 (one) deposit check of \$100.00, (see example page).** Bidders should indicate the amount they will pay as rental per acre for each acre of row crop on the WMA. All bidders will be notified by mail of the results. The Commonwealth of Kentucky reserves the unqualified right to reject any/all bids. For further information contact, Thomas Young, Supervising Wildlife Biologist, PH 270-827-2673, Curt Divine, Higginson-Henry WMA Foreman, PH 270-389-3580-; Scott Harp, Regional Coordinator (270) 746-7128, or Holly Thompson, Property Analyst, Division of Real Properties, 403 Wapping St, 3rd Floor, Frankfort, KY 40601, PH (502) 564-2243.

In the absence of any written bids for any part of the WMA properties, the Department of Fish and Wildlife Resources, Regional Coordinator reserves the right to negotiate any contract necessary with a cooperator of its choosing to reach its desired habitat management objectives.

Bid Revisions/Adjustments: Rental rates in response to this invitation shall remain firm for the entire 5 years of the resulting lease. If a bidder withdraws from a tract; the next highest bidder will be contacted to assume the remaining terms(s) of the lease. ***However, the Department reserves the right to withdraw field(s) or parts of any field(s) from agricultural leases in subsequent contract years for wildlife habitat management purposes.***

Access: It shall be the responsibility of the bidders to determine the conditions of access to the fields they bid on. It is suggested that potential bidders contact Thomas Young at phone (270) 827-2673 or Curt Divine at phone (270) 389-3580, to arrange for inspection of the properties where access is questionable.

Road Maintenance: As part of road maintenance due to farming activities, the successful bidder will be required to provide \$1,500 worth of rock per year. Rock size and delivery location will be specified by the managing KDFWR staff.

Winter Wheat Seed Delivery: The successful bidder will be required to provide 800 bushels of wheat seed per year. Wheat seed will be delivered to the Sloughs WMA grain bin (9956 Highway 268, Corydon, KY 42406) prior to August 1st of each crop year.

Term of Lease: The successful bidder will be required to enter into a lease contract with the Department of Fish and Wildlife Resources for a term of one year that may be renewed for up to 4 successive yearly renewals for a total of 5 years. Renewals will take place between February 1-15 of each year. The lease will be for a crop year (March 15-October 25) unless special circumstances warrant otherwise.

Payment of Rental: The successful bidder will enter into a lease contract with the Department of Fish and Wildlife Resources on an annual basis (renewable for 4 additional years for a total of 4 years.). A payment of 10% as a spring deposit, and a security bond for the balance of the estimated 90% or 100% due on acceptance of the annual agreement in February of each contract year is required. The lease agreement will provide for an adjusted final payment of the balance of the contract due on or before December 1st of each contract year. Security bond should be dated to expire December 31st of that cropping year.

Final payment will be calculated on a price bid per acre of crop planted format. Acreage planted for each field must be reported by the tenant each year, and will be verified by KDFWR staff using GPS equipment. *A security bond in the amount of the estimated total crop year payment will be provided by the tenant upon acceptance of each year's annual crop contract

Or

100% payment upfront at the time of contract signing, based on calculated acreage estimate.

A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF THE BALANCE IS NOT RECEIVED BY THE DECEMBER 1ST DEADLINE.

Liability: The successful bidder agrees to indemnify and hold harmless the Commonwealth from any and all claims, demands, damages, actions, cost's including attorney's fees, and charges for which the Commonwealth may be subject, or for which the Commonwealth or the successful bidders, may be required to pay by reason of injury to any person or property loss arises directly from the negligence of the Commonwealth, or any of its officers, agents or employees, while acting within the scope of their employment. The successful bidder shall, at their own expense, assume defense of such claims and actions for damages or judgments arising directly from the negligence of the Commonwealth, any of its departments or agencies, or any of its officers, agents, or employee's while acting within the scope of their employment.

Termination for Default:

- a) If at any time during the period in which the lease agreement is in effect, the successful bidder, in the opinion of the Commonwealth, defaults on any obligation

- incurred hereunder, including but not limited to the obligation to pay rent, as provided in the resulting agreements, then the agreements shall be subject to termination by the Commonwealth, with no right of recourse remaining in the successful bidders. All rights and benefits herein conferred shall be deemed forfeited, and the successful bidder covenant that they shall quietly surrender possession of the demised premises to the Commonwealth, provided however, that before any termination shall occur under this section, the successful bidder shall be given written notice and be allowed thirty days from the date of receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the lease agreement shall remain in full force and effect.
- b) The procedure for termination of the lease agreements under this section shall be as follows:
1. The Commonwealth shall deliver, by certified mail, to the successful bidders a "Notice of Termination:" which shall specify (a) the nature of termination; (b) the extent to which use under the lease agreements are to be terminated; and (c) the date upon which termination becomes effective.
 2. The successful bidders shall stop use; under the lease agreement on the date indicated and to the extent specified in said "Notice of Termination), unless the default on noncompliance is cured within the time period stated in the notice.
- c) In the event of termination for default, the successful bidder shall be responsible for repaying to the Commonwealth any and all monetary sums due the Commonwealth under the lease agreements, up to and including the effective date of termination.
- d) The rights and remedies for the Commonwealth provided in the agreements shall not be exclusive, and are in addition to any other rights and remedies provide by law or in equity.

Cancellation Clause: Either party may cancel the resulting lease for no cause by giving written notice to the other party, specifying the date of cancellation, with such notice to be given not less than thirty (30) days prior to the date of such cancellation. Time to be computed from date of mailing notice. Upon said cancellation, successful bidders shall quit the premises and leave it in as good order as received, ordinary wear and tear, and natural decay excepted. Any cancellation of this Agreement, however caused, shall be entirely without prejudice to the rights of the Commonwealth then accrued hereunder. The Department may cancel any or all of the cropping contract without reservation; so as to be able to install its desired wildlife habitat projects on the property.

NOTE: FOR FURTHER INFORMATION PLEASE CONTACT: For further information contact, Thomas Young, Supervising Wildlife Biologist, PH 270-827-2673, or Curt Divine, Higginson-Henry WMA Foreman, PH 270-389-3580; Monday-Friday, 8 am – 4 pm central time.

FORM OF PROPOSAL (SEALED BID)

TO: Finance and Administration Cabinet
Dept for Facilities and Support Services
Division of Real Properties Office
Bush Building, 403 Wapping St, 3rd FL,
Frankfort, KY 40601-2607

INVITATION NO: 09162021
BID OPENING: Thursday, Sept. 16, 2021
AT: 3 P.M. EDT

AUTHENTICATION OF BID AND AFFIDAVIT OF
NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the Bidder (if the Bidder is an individual), a partner (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties Invitation No. 09162021 have been arrived at by the bidder independently and have been submitted with, and without any agreement understanding or planned common course of action with any other lease of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder of its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into contracts with Commonwealth of Kentucky and is not in violation of any conflict of interest statute, including the provisions of KRS 45A.330 to 45A.34, 45A.990, 45A.64.390 or KRS11A.040 or the Executive Branch Code of Ethics; and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date:

Affidavit Expiration Date:

Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in [KRS 45A.607](#).
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in [KRS 11A.236](#) during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR “NON-BID” CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

