

**GENERAL TERMS AND CONDITIONS
INVITATION TO BID
SALE OF HAY**

**SIMON KENTON WILDLIFE MANAGEMENT AREA
MASON COUNTY, KENTUCKY**

**GENERAL TERMS AND CONDITIONS
Scope of Project**

At the request of the Kentucky Department of Fish and Wildlife Resource, hereinafter referred to as the “KDFWR”, the Division of Real Properties issues this Invitation for Bids to harvest hay off of Simon Kenton WMA located in Maysville, Mason County, KY. The areas of interest will be shown on Exhibit “A”. The successful bidder shall have August 1, 2020-March 31, 2021 to cut, bale, and remove hay from the premises. Persons interested in responding to this Invitation to Bid must submit the enclosed sealed bid form of proposal. All bids should be submitted on or before **Tuesday, August 11, 2020 at 3 p.m.** This Invitation to Bid and the bidder’s response, when accepted by KDFWR, will govern any license agreement issued as a result of this Invitation to Bid. The license agreement shall commence on the date executed by the Secretary of the Finance and Administration Cabinet.

TERMS AND CONDITIONS

The harvesting of hay, as specified in this bid package, shall be in accordance with all terms and provisions specified herein. The harvest areas are within the Simon Kenton WMA property located in Mason County, Kentucky. The harvest areas contain approximately 150 acres. The bidder will be responsible for cutting, baling, raking and removing the hay from the WMA. Harvesting may not start any earlier than August 1, 2020. The bidder must move hay out of the fields to a designated storage area by October 31, 2020, and the hay bales must be off site no later than March 31, 2021. If the bales are not removed from the premises the hay will be forfeited to KDFWR and the contractor will be charged \$5.00 per bale removal fee for any bales remaining on the property.

It will be the responsibility of each bidder to examine and survey the areas on which haying operations will take place and make their own determination for logistics of removing hay from the fields. KDFWR must approve all ingress and egress routes to the fields prior to the commencement of haying activities.

All telephone lines, ditches, bridges, roads, pipelines and fences located within or immediately outside the boundaries of the sale areas shall be protected by the bidder during haying operations. The bidder is required to notify the KDFWR if damage occurs and the bidder is responsible for repairs as soon as possible under the supervision of KDFWR.

The bidder is responsible for maintaining public roads and rights-of-way free of soil. Practices must be undertaken to restrict the deposition of soil onto public roads. The bidder is also responsible for timely clearing of soil deposited onto public roads. If the bidder fails to keep them clear, then KDFWR will clear them and the bidder shall reimburse KDFWR for the cost.

The bidder assumes his/her full share of the maintenance of any established public and non-public roads and bridges that he/she may use in conducting the operations of cutting hay under this license. The bidder agrees to maintain during operations said roads and bridges in as good a condition as prior to the beginning of operations. WMA roads that are open to public vehicular traffic must remain open to the public and in acceptable quality for passenger vehicles. Any paved roads used by the contractor must be returned to a condition as good as their condition prior to the beginning of the logging operations at the sole expense of the bidder.

Issues that may arise regarding damage to county-owned and –maintained roads by the contractors' equipment and hauling trucks will be the responsibility of the contractor and will not be the responsibility of KDFWR.

During the term of this license, the bidder agrees to exercise all means in his power to prevent the start of and to suppress all fires on the licensed area and in its vicinity. The bidder is responsible for contacting KDFWR and appropriate local authorities in the event of a fire. No fire for any purposes is allowed on the haying operation without approval of KDFWR.

During high and extreme fire hazard weather, KDFWR may prohibit haying. KDFWR reserves the right to suspend any aspect of haying operations when weather conditions will lead to rutting that cannot be fixed with equipment that is available and on-site or conditions are deemed as such to produce long-term impairment of the water bodies.

All operations being carried out by the bidder for the hay cutting under this sale may be suspended by KDFWR if the conditions and requirements contained in this license are disregarded. Continued failure to comply with any one of the stated conditions and/or requirements shall be sufficient cause for the termination of this license.

Complaints or disagreements by the bidder as to any actions taken by KDFWR respecting this license shall not be considered unless made in writing within thirty (30) days of such action causing a complaint or disagreement by the bidder to the Director of KDFWR. The decision of the Director shall be final in the settling of complaints and disagreements on the part of the bidder as they pertain to the interpretation of the regulations and provisions of this bid package.

When haying operations are in progress, the bidder shall have, at all times, at the site of activities, a representative who shall be authorized to receive, on behalf of the bidder, any and all notices and instructions in regard to the conditions and requirements set forth in this license and to take such action as may be required under the terms of this license. KDFWR will provide contact personnel that will be available on-site in a reasonable period of time.

All records of the bidder as they pertain to the operations being carried out under the terms of this sale shall be open to inspection at any time by KDFWR.

The bidder shall have no right or license to use any part of the area outside the boundary of the area herein described, unless the bidder shall have obtained special written permission from KDFWR describing the limitations of such use.

The mineral and right-of-way rights over, on, in, and under the sale area herein described are in no way affected by this license. KDFWR, nor any licensee, nor successor, nor assignee of it shall be liable to the bidder for any damages because of the exercise of their rights, however, or by whomever conducted, and that the bidder agrees to hold KDFWR harmless from any claims for such damages on the part of the bidder. The successful bidder should coordinate the haying operation at all times with the KDFWR Wildlife Biologist. KDFWR does not undertake to furnish to the bidder right-of-way over lands belonging to others.

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of the resulting License Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto further agree that any legal action, which is brought on the basis of said Agreement, shall be filed in the circuit court of Franklin County, Kentucky.

NOTE:

The license will be awarded for the harvest and sale of hay from approximately 150 acres on a highest lump sum payment to that responsible, responsive bidder whose offer conforming to this Invitation to Bid will be most advantageous to KDFWR. KDFWR expressly reserves the right to reject any or all bids and to waive technicalities and minor irregularities in form of bids submitted. Any bidder's past performance under license shall be a consideration and may be a factor in the award or denial of the license.

Additional terms and conditions may be added to the agreement, as mutually agreed and as necessary between the parties. Nothing in this license shall be construed to convey or grant any right, title, interest, estate, claim, or demand in or to the licensed premises other than the right to use licensed premises for the purposes and under the terms and conditions stated in this license.

The bidder agrees to indemnify, defend, and hold harmless KDFWR, its officers, agencies, and employees from:

- (a) Any claims or losses for services rendered by the bidder, person, or firm performing or supplying, services, materials, or supplies in connection with the performance of the license.
- (b) Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of the bidder, its officers, or employees in the performance of the license.
- (c) Any failure of the bidder, its officers, or employees to observe Kentucky laws, including, but not limited to labor laws and minimum wage laws.
- (d) The bidder agrees that all goods and chattels placed in or about the property shall be at the sole risk of the bidder, and KDFWR shall not be liable for injury or damage to property from any cause.

Information Required in Each Offer

- 1. Contact: Include the name and phone number of the individual who is to be the principal contact with KDFWR.
- 2. Signature: The principal contact must include his/her signature on the bid proposal.
- 3. Bid: Include a bid amount (lump sum payment for all hay) which will be paid to KDFWR upon the sale of timber harvested under this contract.

Qualifications

After determining that a bid proposal satisfies the requirements of this project, the Commissioner of KDFWR, or a designee, will evaluate the bid proposal based on the following subjective factors.

- 1. Bid Amount.....100%

KDFWR reserves the right to conduct discussions/meetings with any offeror to determine their qualifications for further consideration. Discussions shall not disclose any information derived from bid proposal submitted by other offerors.

After determining the best bid proposal received, KDFWR may negotiate a fair and reasonable compensation rate based on the pricing submitted in the offeror’s bid proposal.

FORM OF PROPOSAL (SEALED BID)

TO: Finance and Administration Cabinet INVITATION NO: 08112020
Department for Facilities and Support Services
Division of Real Properties BID OPENING: **Tuesday, August 11, 2020**
Third Floor, Bush Building
403 Wapping Street
Frankfort, Kentucky 40601-2607 AT: 3 p.m. ET

Subject to the General Terms and Conditions and Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest, ***I propose to pay the Commonwealth of Kentucky the following lump sum amount for all hay in this sale:***

\$_____ of total lump sum price of hay products harvested from the subject 150 acres in from Simon Kenton WMA

**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. 08112020 have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other lessee 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 or 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 KDFWR of Kentucky and is not in violation of any conflict of interest, statute, including the provisions of KRS 45A.330 to 45A.340, 45A.990, 45A.164.390 or KRS 11A.040 of the Executive Branch Code of Ethics; and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

1. Any agreement or collusion among Bidders or prospective Bidders which restrains, tends to restrain or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000), imprisonment for not less than one (1) year, nor more than five (5) years, or both such fine and imprisonment. Any firm, corporation or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars (\$10,000), nor more than twenty thousand dollars (\$20,000).

STATEMENT OF FINAL DETERMINATION
OF VIOLATIONS PURSUANT TO KRS 45A.485

Pursuant to KRS 45A.485, the Bidder shall reveal to DMA, prior to the award of a contract, any final determination of a violation by the Bidder within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342.

For the purpose of complying with the provisions of KRS 45A.485, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the Bidder within the five (5) years preceding the award of this contract. Please include the date of the determination and the state agency issuing the determination. (Please use extra sheets if necessary.)

KRS Violation

Date

State Agency

The Bidder is further notified that KRS 45A.485 requires that for the duration of this contract, the Bidder shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which apply to the Bidder's operations. KRS 45A.485 further provides that the Bidder's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for DMA's cancellation of the contract, and the Bidder's disqualification from eligibility to bid or submit proposals to DMA for a period of two (2) years.

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, in not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based on or doing business with a jurisdiction with which Kentucky can enjoy open trade, as define in Executive Order No. 2018-905.
 - 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 statue for the duration of the contract awarded.

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

- 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 candidate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor the officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of

contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

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

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____
(Affiant) (Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES

INVITATION FOR BIDS

FOR LICENSE

State-Owned Real Property

Hay Harvest Production
Simon Kenton WMA
Mason County, Kentucky

Invitation to Bid: 08112020
Bid Opens: Tuesday, Aug. 11, 2020 @ 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, KY 40601-2607, no later than the specified “bid opening date and time.
2. The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
3. Bidders are invited to attend bid openings.
4. For further information or to obtain a bid package, contact Wendell Harris at (502) 203-5051 or email Wendell.harris@ky.gov, State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, KY 40601-2607 or Jacob Stewart at (859)-289-8564 or Jacob.stewart@ky.gov, Public Lands Biologist.
5. Anyone interested in the results of this bid opening may participate at the date and time listed above in a conference call by dialing 502-782-2663, then entering the participation code 42014.