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 207 ACRES OF AGRICULTURE HAY LAND
WEST KENTUCKY WILDLIFE MANAGEMENT AREA
PADUCAH, McCRACKEN COUNTY, KENTUCKY

Invitation No: 12152020
Bid Opens: Tuesday, December 15, 2020 at 3 p.m. EST

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) The bid forms or further information be may obtained, Monday - Friday 8 am – 4:30 pm EST, by contacting Wendell Harris, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, Kentucky 40601-2607, at (502) 203-5051, or Wendell.harris@ky.gov or Tim Kreher, Wildlife Biologist, 10535 Ogden Landings Rd, Kevil, KY 42053, at (270) 488-3233, or Tim.kreher@ky.gov.

(4) Anyone interested in the results of this bid opening on December 8 may participate at the time listed by dialing 502-782-2663 and entering the participation code 42014.

INVITATION TO BID
AGRICULTURE HAY LAND
WEST KENTUCKY WILDLIFE MANAGEMENT AREA
McCRACKEN COUNTY, KENTUCKY

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 agriculture land for hay crops at the West Kentucky WMA (WKWMA), located in McCracken County, Kentucky.

Property to be Leased: The land to be leased is owned by the Kentucky Department of Fish and Wildlife Resources and is utilized for the purpose of implementing, operating, and managing fish and wildlife programs in accordance with an approved Federal Aid Wildlife Management plan. The land to be bid consists of approximately 207 acres.

This hay land lease will be in effect for the 2021 – 2025 crop years.

Bidders will bid on all acreage as one package. All fields are indicated by white outlines on the attached maps. Several fields and portions of fields have been retired as part of wildlife habitat management programs and shall not be sprayed, mowed, or otherwise disturbed without approval of the area supervisor. See attached "Terms and Conditions" for further information.

Maps, History and Site Visit: Maps showing the property to be leased are included in this bid package. 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.

Purpose of Leasing: The property will be leased for production of hay crops, with the objective of maintaining open lands and enhancing public recreational opportunities on the West Kentucky Wildlife Management Area. This contract is part of an overall habitat management program for the benefit of fish and wildlife populations on the area.

Bid Forms: Bid forms are available at the West Kentucky Wildlife Management Area office by calling the area supervisor at (270) 488-3233. Fields to be included in this lease agreement are identified on the attached maps.

Bids Bidders will be bidding **an amount per bale produced annually**. A minimum of $0.25 per bale will be required, in addition to the lessee providing $1200 worth of white gravel annually. The gravel provided, to the West Kentucky WMA, will be white gravel, either "KY #610" or "#3 rock" as directed by the Public Lands Biologist. This gravel must be "tailgated" or otherwise spread of designated roads upon delivery to provide a usable road surface. If the lessee uses their own trucks to haul this gravel, haulage will be deducted from the annual total of $1200, at a rate of $7.15/ton. Lessee will provide receipts and weigh tickets to the Public Lands Biologist following delivery of gravel. For further information, contact the WKWMA Public Lands Biologist.

Bidders should submit their bids on the enclosed Bid Forms and these should be completely filled out, signed, and submitted in the enclosed bid envelope, with deposit. The amount bid per bale must be indicated in the spaces provided on the crop plan sheet. All bidders will be notified by mail of the results. The Commonwealth of Kentucky reserves the unqualified right to reject any and/or all bids. For further information contact: Tim Kreher, 10535 Ogden Landing Road, Kevil, KY, 42053. Phone 270–488–3233.

Bid Revisions/Adjustments: Share bids in response to this invitation shall remain firm for the entire 5 years of the resulting lease. If a bidder withdraws from the lease; the next highest share bidder will be contacted to assume the remaining terms of the lease.

Access: Because of water level fluctuations of the Ohio River and limited access roads; the Department cannot guarantee access to all leased fields. It shall be the responsibility of the bidders to determine the conditions of access to the fields that they bid on.

Term of Lease: The successful bidders will be required to enter into a lease contract with the Department of Fish and Wildlife Resources for a term of one year, to be renewed for four successive one-year periods (for a total of five years). Renewals will take place between February 1 - 15 of each year. The lease will be for a crop year (March 15 – November 15) 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 annually for four additional years for a total of 5 years). **Annual payments will be made in the calculation of bid price per bale and required $1200 of white gravel annually.**

Liability: The successful bidders agree to indemnify and hold harmless the Commonwealth from any and all claims, demands, damages, actions, costs, 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 or loss of life or property resulting from or in any way connected to the character, condition or use of the leased premises or any means of ingress thereto, or egress therefrom unless such injury or 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 employees while acting within the scope of their employment.

Termination for Default:

(a) If at any time during the period in which the lease agreements are in effect, the successful bidders, in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, including, but not limited to the obligation to pay shares, 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 therein conferred shall be deemed forfeited, and the successful bidders 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 bidders 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 agreements 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 bidder a "Notice of Termination" which shall specify (a) the nature of the termination; (b) the extent to which use, under the lease agreements are to be terminated; (c) and the date upon which termination becomes effective.

2. The successful bidder 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 Non compliance 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 provided 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 bidder shall quit the premises and return them is a 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.

Method of Award: A lease will be awarded to the highest SHARE bidder that is most advantageous to the Commonwealth. The Commonwealth of Kentucky reserves the right to reject any and all bids and to waive technicalities.

Adding Terms and Conditions: Additional terms and conditions that come within the scope of the resultant leases and found to be needed may be added to each lease if mutually agreeable to both the successful bidder and the Department of Fish and Wildlife Resources.

Good Faith Deposit: A good faith deposit must be submitted with each bid in an amount equal to **ONE HUNDRED DOLLARS ($100.00**). The good faith deposit should be made payable to the Kentucky State Treasurer (cash will not be accepted). All such deposits will be returned on unsuccessful bids. The deposits made with the successful bid will be retained by the agency and later deducted at final settlement.

NOTE: FOR FURTHER INFORMATION PLEASE CONTACT: Tim Kreher, 10535 Ogden Landing Road, Kevil, KY, 42053 phone (270)488-3233 email Timothy.Kreher@KY.gov Monday - Friday, 7 am - 3:30 p.m. central time.

TERMS AND CONDITIONS

A. General

1. The Lessee may not sublease any part of the lease unit to a second party.

2 The Lessee shall assume responsibility for maintenance of all the crop including furnishing all equipment, labor and supplies, pay all expenses necessary and incidental to compliance with the provisions and conditions set forth herein unless otherwise specified in the contact.

3. The Lessee may be required to leave hay bales in certain fields as specified by the Public Lands Biologist until November 15 each year.

4. The Lessee assumes all risk and/or damage by reason of flooding or other natural disaster. In the event of a weather related crop loss and resulting crop insurance settlement the damaged crop will remain in the field for wildlife cover and food.

5. The Lessee is required to utilize good agricultural practices in accordance with the requirements of crop planted so as to avoid undue erosion or damage to existing wildlife or wildlife habitat. Conventional tillage is an acceptable practice but reduced tillage, low-till and no-till are preferred methods.

7. The Lessee will be responsible to maintain records of the acreage planted and to report same to the appropriate Farm Service Agency office.

8. The Department may over seed wheat or other cover crops in the fall in selected fields. The Department will pay these costs. The Lessee will destroy or incorporate the remaining cover crop the next cropping season based on the field rotation plan.

9. The Department may perform prescribed burns on the fields within this contract at its own discretion. If performed, prescribed burns will be completed by April 15 each year.

10. The hunting, trapping, fishing and other rights are retained by the Commonwealth which also retains the right of access to the property for the purpose of fish and wildlife management, public hunting and fishing opportunity. Reasonable care will be exercised to prevent damage to the property or crops of the Lessee. The Lessee shall not deny the public access to any portion of the wildlife management area unless it is proven that damage to the crop will result.

11. **The Lessee will provide a written report (forms to be provided) of the following:**

    a. Acreage planted and reported to the FSA office.
    b. Fertilizer and/or lime applied per acre by field number.
    c. Herbicide applied per acre by field number.
    d. Harvest removed by field numbers (in number of bales).

12. The Lessee will be responsible for damage to state properties and facilities as a result of cropping activity. Should the Lessee or his employees damage state owned or installed fixtures restitution will be made during that crop year. Damages may include but are not limited to damage/destruction of public hunting blinds, tree/shrub planting, boundary markers/fencing, building, gates, water control structures/facilities, dikes, dams, levees and vegetation.

    Should damage occur to the tenant's crop as a result of actions by department staff or agents, appropriate adjustments will be made to the final crop payments on an acre damage/estimated production format. ***Due to horseback field trial activities on West Kentucky Wildlife Management Area that may take place prior to harvest of some crops, some crop damage may occur. Take this into consideration when calculating the percentage of crop to bid.***

13. No part of any lease unit may be placed in any federal land retirement program by the Lessee.

14. No Livestock shall be permitted.

15. If irrigation facilities are necessary, such facilities shall be provided by and at the expense of the Lessee, and shall be approved by the Area Supervisor.

16. The Lessee shall not erect any permanent or temporary structures on the leased premises.

17. The Lessee shall be responsible for maintaining their entire leased premises in a clean and sanitary condition throughout their lease term. The Lessee further agrees that upon the expiration or termination of their lease agreement, they will return the leased premises in as good an order as received, ordinary wear and tear, and acts of God expected.

18. The Lessee shall comply with the Conservation Plan on file at the local county Natural Resource Conservation Service office and follow recommended land practices.

19. The Lessee may, with permission from the area supervisor, utilize existing structures on the leased premises.

B. Soil Testing/Fertilization/Lime

1. The Lessee will be required to perform soil tests as required by contract 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. Tests are recommended a minimum of every two years; 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 at no less than half of the recommended rate or 2 tons/acre, whichever is lesser.

2. Nitrogen applications should be made for the minimum expected yield.

C. Tillage Practices

1. Tillage methods and residue coverage should be consistent and conform with the N.R.C.S. Conservation Plan that is on file. Practices such as, but not limited to, no-till, conservation tillage, low-till are all encouraged.

2. Spring field preparations, (disking, plowing) shall not begin prior to May 15 without prior approval of the area supervisor. Minimum conventional tillage and no-till is encouraged where applicable.

3. No fall tillage (plowing or disking) should take place except for the establishment of cover crops, permanent grass/hay sowing, erosion control or fescue conversions. Tillage for fall cover crops or fall sown grain crops should be performed no later than November 15th without approval of the area supervisor.

   Conventional plowing is not recommended in any of the above situations. Para-plow tillage is acceptable for the disturbance of hardpans and this may be used in the approval of the land manager. Chisel plowing is not accepted for fall use. No soil disturbances should be performed after November 15th.

D. Riparian Vegetation/Buffer zones

Riparian vegetation stabilizes stream banks, provides thermal insulation, reduces stream sediment loads and protects streams from soil, chemical and fertilizer runoff from crop fields. Buffer zones also act as wildlife corridors, travel-ways, escape cover and access-ways. Riparian strips/buffer zones should be either protected or established along/adjacent to all, streams, wetlands, and waterways and crop lands/field borders on Department Wildlife Management Areas.

1. All streams, (perennial, intermittent, storm event, etc) shall be protected by a riparian zone for a minimum of 50 feet, (preferably 100 feet) on each side of the stream bank. There shall be no canopy disturbance within the first 50 feet of this zone.

2. Ponds, lakes, reservoirs, seasonal and permanent wetlands and other aquatic systems shall have at least a **50 foot riparian zone** (preferably 100 feet) on all sides. This zone shall be of undisturbed soil but is subject to rotational mowing or burning by KDFWR when it is a necessary component of management (for example waterfowl flight corridors).

3. Other field borders such as property boundaries, fence rows, roadsides, etc. shall have a vegetated strip of not less than **30 feet** of undisturbed soil.

E. Herbicides

1. **There will be no application of restricted use herbicides** as designated by the United States Environmental Protection Agency and the U. S. Fish and Wildlife Service. (See the area supervisor for an up to date list or consult the local chemical dealer).

2. <u>There will be no use of insecticides upon Department owned or managed lands.</u>

3. Herbicides are to be used only according to label directions.

4. Only the lowest recommended amount of the chemical that will efficiently and effectively control the weed shall be used.

5. Rotating herbicides will be recommended and used to avoid the development of resistant weeds.

6. Herbicides will not be used within 50 feet of any stream, river, lake, reservoir, wetland or body of water or in accordance with the label directions. Special consideration will be given to prevent any adverse impacts to highly unique habitats which may be host to special flora and fauna.

8. The Lessee shall report herbicide use on a yearly basis using forms provided.

9. Any herbicide containers will be disposed of using any available state, county, or local disposal program. In the absence of available programs the container must be handled and disposed of following all label directions for that specific container.

F. Noxious Weeds

Tenants will be required to control the following noxious weeds within their rented/leased fields: *Thistle: Muss, Scott, Nodding, Canadian*; *Field Bindweed*; *Marijuana; Johnson grass; Sicklepod; Water Hemp;* and *Multi flora Rose*. Tillage and harvest equipment should be cleaned prior to moving to another field which will help limit weed seed transportation. <u>Noxious weeds will not be controlled in any way that will adversely affect or have any detrimental impact on any wildlife or habitat.</u>

BID FORM

Subject to the Instructions, Terms and Conditions and Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest.

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.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

a. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor 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.

b. 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.

_____ _____
Signature Printed Name

_____ _____
Title Date

Company Name _____

Address _____

_____

Phone/Email _____

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

of _____ this _____day of _____,20___.
(Company Name)

_____
Notary Public

[seal of notary] My commission expires: _____

BID SHEET FOR HAY FIELDS, WEST KENTUCKY WMA, 2021-2025

Total Acres for Lease: 207 acres (approximately)

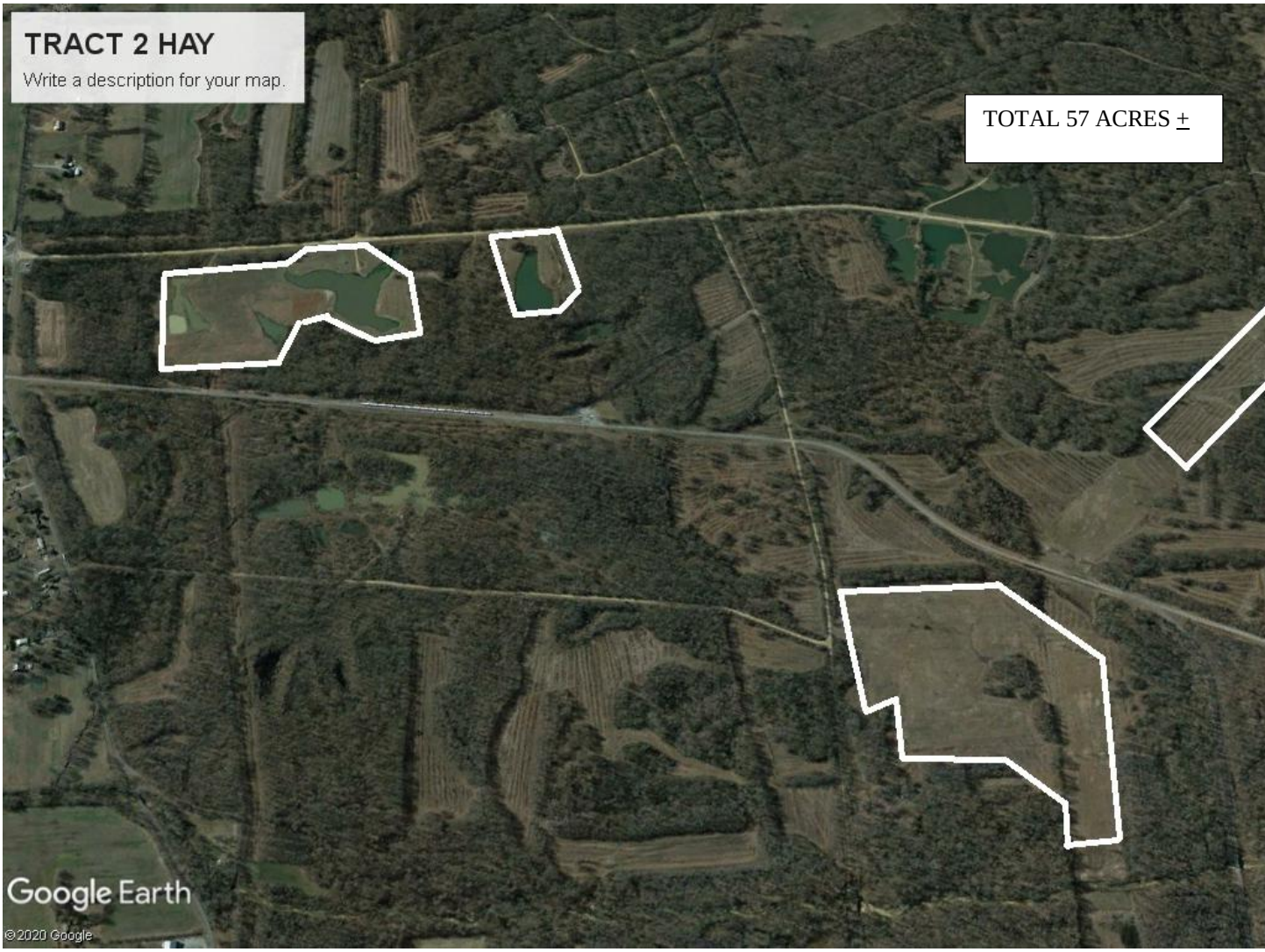
Bidders will be bidding **an amount per bale produced annually**. A minimum of $0.25 per bale will be required, in addition to the lessee providing $1200 worth of white gravel annually. The gravel provided, to the West Kentucky WMA, will be white gravel, either "KY #610" or "#3 rock" as directed by the Public Lands Biologist. This gravel must be "tailgated" or otherwise spread of designated roads upon delivery to provide a usable road surface. If the lessee uses their own trucks to haul this gravel, haulage will be deducted from the annual total of $1200, at a rate of $7.15/ton. Lessee will provide receipts and weigh tickets to the Public Lands Biologist following delivery of gravel.

I propose to provide $_____ per bale produced annually for the lease of this hay acreage as well as agree to provide $1200 of white gravel as specific above.

Signature:_____ Name(Print):_____

Address:_____ City:_____ State:_____

Phone:_____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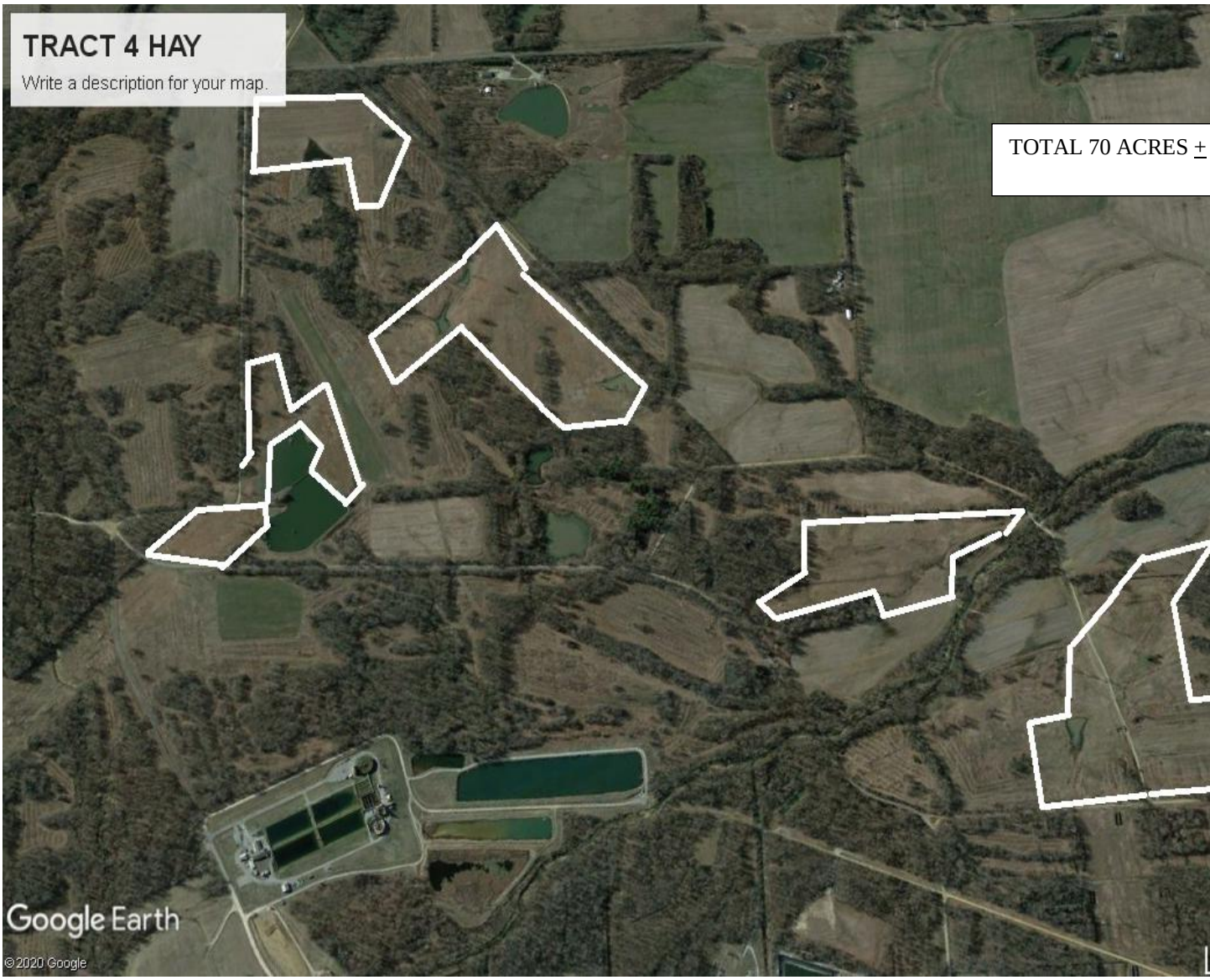
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TOTAL 70 ACRES ±
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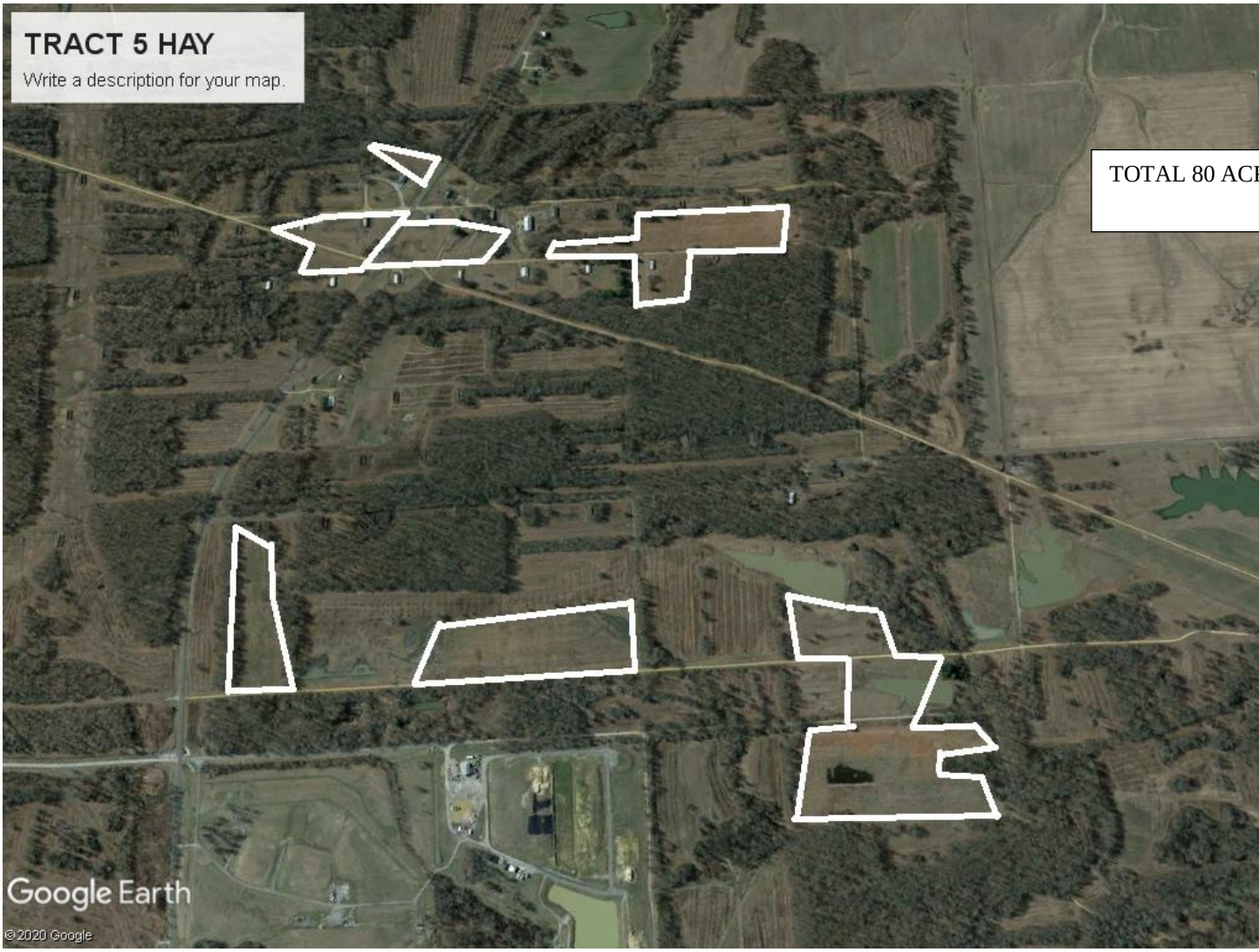
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