

# FOR LEASE

## STATE OWNED REAL PROPERTY

Approximately 1,300 acres of agricultural land divided into six management units at Barren River Lake Wildlife Management Area, in Barren and Allen counties, Kentucky.

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**INVITATION NUMBER: 12012021**  
**BID OPENS: Wednesday, December 1, 2021 at 3:00 p.m. EST**

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### 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) Bid form or further information may be obtained Monday-Friday, 8:00 a.m. to 4:30 p.m. EST, by contacting Wendell Harris, Division of Real Properties, at (502) 203-5051 or [wendell.harris@ky.gov](mailto:wendell.harris@ky.gov) or Wayne Tamminga, Public Land Biologist at (PH) (270) 646-5167, (Cell) (270) 590-3690 or [wayne.tamminga@ky.gov](mailto:wayne.tamminga@ky.gov), Monday – Friday, 8 am – 4:30 pm EST.
- (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  
AGRICULTURE LAND  
BARREN RIVER LAKE WILDLIFE MANAGEMENT AREA  
BARREN AND ALLEN COUNTIES, KENTUCKY**

At the request of the Kentucky Department of Fish and Wildlife Resources (KDFWR), the Division of Real Properties issues this Invitation to Bid on the lease of approximately 1,300 acres of agricultural land at the Barren River Lake Wildlife Management Area (WMA) in Barren and Allen Counties, Kentucky. Bidders may bid on as many tracts of land as they want. The land is to be used for the production of small grains, corn, soybeans and hay, as indicated below and in the enclosed bid forms.

**Property to be Leased:** The U.S. Army Corps of Engineers licenses the land to be leased to the KDFWR and is used for implementing, operating and managing a fish and wildlife program according to an approved wildlife management plan. It consists of approximately 1300 acres divided into six management units: (1) Barren River Unit, (2) Beaver Creek Unit, (3) Dry Creek Unit, (4) Long Creek Unit, (5) Peters Creek Unit, and (6) Skaggs Creek Unit.

Each field can be identified within management units by field number, as listed on the enclosed bid forms. Land management options for the land offered for lease are described below. Bidders must identify on the enclosed bid form the option they are bidding on and specify the dollar amount offered per acre. Annual payment for a lease will be required even if a crop is not planted.

LAND MANAGEMENT OPTIONS

Option 1. Land would be farmed using a corn-soybean, or soybean/wheat-corn, or annual small grains rotation on alternate years. Five percent of the crop would be left standing in the field at harvest. Wheat, oats, rye or barley may be used as a winter cover crop and may be harvested as hay or grain crop in the spring before annual small grains, corn, or soybean crops are planted. **Minimum bid would be \$120.00 per acre.** Cropping must be carried out in compliance with the most current Federal Farm Bill. KDFWR personnel may plant the borders of leased fields to warm season grasses, or other cover during the five-year contract period. Water control structures and levees may be constructed in and along fields during the five-year contract period. Acreage of the lease and amount of payment will be adjusted if field borders wider than 30 feet are planted, and/or levees and water control structures are established.

Option 2. Land would be farmed during the five years with an orchard grass-timothy/clover hay crop, or orchard grass timothy/Korean lespedeza mixture, or alfalfa. Fescue cannot be planted. Five percent of the grain and hay crop must be left standing in the field at harvest for wildlife food and cover. **Minimum bid price would be \$50.00/acre for years in hay crop, and \$120.00/acre for years if a grain crop was planted.** Wheat, oats, rye or barley may be used as a winter cover crop and harvested as hay or grain crop in the spring before small grains, corn, or soybean crops are planted. Cropping must be carried out in compliance with the most current Federal Farm Bill. The borders of leased fields may be planted to warm season grasses by KDFWR personnel during the five-year contract period. Water control structures and levees may be constructed in and along fields during the five-year contract period. Acreage of the lease and amount of payment will be

adjusted if field borders wider than 30 feet are planted, and/or levees and water control structures are established.

Option 3. Fields are overgrown, and need to be cleared by tenant, minimum bid price would be **\$10.00/acre for years in hay or crops.** Field size will be adjusted to what can be cleared by ROW mower, offset disk or similar equipment/implement. Wheat, oats, rye or barley may be used as a winter cover crop and harvested as hay or grain crop in the spring before small grains, corn, or soybean crops are planted. Cropping must be carried out in compliance with the most current Federal Farm Bill. Borders of leased fields may be planted to warm season grasses by KDFWR personnel during the five-year contract period. Water control structures and levees may be constructed in and along fields during the five-year contract period. Acreage of the lease and amount of payment will be adjusted if field borders wider than 30 feet are planted, and/or levees and water control structures are established.

**Purpose of Leasing:** The KDFWR, being sound stewards of the soil and water, wishes to exemplify practices that are beneficial to the State's wildlife resources. Agricultural practices are essential components to many wildlife resource management activities and provide for overall general wildlife habitat enhancement goals. Agricultural operations on KDFWR owned land, leased or operated properties should follow a general, consistent, uniform pattern for sustainable practices. These programs are developed to enhance and perpetuate Kentucky's diverse wildlife species and to insure that sustainable land use practices are carried out. Departmental staff uses' agricultural activities on lands owned or managed for the following reasons:

To utilize farming as a method of maintaining open lands and early successional vegetative cover for wildlife.

Provide food for Sandhill Cranes wintering at Barren River WMA.

To generate monies to help offset operational, maintenance, and habitat costs of the WMA.

To provide public a demonstration of sustainable agricultural techniques on KDFWR owned/managed properties.

**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 terms, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after the award of the leases.

NOTE: FOR FUTHER INFORMATION CONCERNING EXACT LOCATION, PLEASE CONTACT: Mr. Wayne Tamminga, Public Lands Biologist, Barren River WMA field office at 1457 South Lucas Road, Lucas, KY 42156. Phone: (502) 646-5167work or (270) 590-3690 mobile

**Bid Forms:** Bid forms are available at the Barren River WMA field office at 1457 South Lucas Road, Lucas, KY 42156 or at the Army Corps of Engineer's Office on Highway 252 by the dam or the Division of Real Properties in Frankfort, KY by calling (502) 564-2205.

The management area is divided into six management units. Bid form's list all fields by management units. Each field has field number. These numbers correspond to the number listed on maps. The **BIDDER** must indicate the option they are bidding on for that specific field.

**Bids:** Bidders are bidding on tracts of land and may bid on as many tracts and/or management units as they desire. Bidders should submit their bids on the enclosed bid forms, which must be completely filled out signed and submitted in the enclosed bid envelope. Bidders must indicate the annual cash rental payment per acre is willing to pay for each field number. The Commonwealth of Kentucky policy prohibits acceptance of bids from state employees. NO BIDS WILL BE ACCEPTED BELOW THE MINIMUM PER ACRE PRICE AS SHOWN ON THE BID FORM. BIDS WILL ONLY BE ACCEPTED IF THE MANAGEMENT OPTION HAS BEEN IDENTIFIED IN THE BID PACKAGE FOR A SPECIFIC TRACT NUMBER. RENTAL RATES QUOTED IN RESPONSE TO THIS INVITATION TO BID WILL REMAIN FIRM FOR THE TERM OF THE RESULTING LEASE. All bidders shall be notified by mail of the results. The Commonwealth of Kentucky reserves the unqualified right to reject any and/or all bids. The Commonwealth reserves the right to give preference to the bidders of entire management units over a small number of tracts. If no tract is bid on the KDFWR can lease the field for the minimum price on a first come-first serve bases with preference given to current tenants of other tracts on the WMA.

NOTE: THE KDFWR REQUIRES FIVE PERCENT (5%) OF ALL CROPS WILL BE LEFT STANDING IN THE FIELDS AS A FOOD AND COVER SOURCE FOR WILDLIFE. THE FIVE PERCENT (5%) CROP LEFT STANDING WILL BE CONSIDERED AS PART OF THE ANNUAL LEASE PAYMENT AND THE BUFFERS AROUND FIELDS.

**Access:** Because of water fluctuations of the Barren River Lake and limited access roads, the KDFWR cannot guarantee access to all leased fields. It will be the responsibility of the bidders to determine the conditions of access to the fields that they bid on. Many fields can only be accessed through private property.

**Term of Lease:** The successful bidders will be required to enter into a lease contract with the KDFWR for a term of one year, to be renewed for four successive one-year periods (for a total of five years). Each lease will be for a calendar year (January 1 - December 31) unless special circumstances warrant otherwise.

**Payment of Rental:** A payment of 100% of the balance of lease is due on or before March 15 of the each year. Money orders, cashiers' checks, or certified checks are to be made payable to the KDFWR.

**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 there from 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 in as good an order as received, ordinary wear and tear and natural decay expected. 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 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 KDFWR.

**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:** Mr. Wayne Tamminga, Public Lands Biologist, Barren River WMA, 1457 South Lucas Road, Lucas, Kentucky 42156. Phone: (270) 646-5167 work, or (270)590-3690 mobile, Monday - Friday, 8 am - 4 p.m. central time.

## TERMS AND CONDITIONS

1. The lessee will assume responsibility for maintenance of all the crops including furnishing all equipment, labor, supplies and pay all expenses necessary and incidental to compliance with the provisions and conditions set forth herein.
2. The lessee may not sublease any part of the lease unit to a second party.
3. The lessee will leave an assigned amount, **five percent (5%)**, of the crop standing in a pattern to be determined by Mr. Wayne Tamminga, Public Lands Biologist. Mr. Tamminga will be consulted **PRIOR** to harvesting activities, to decide the desired pattern.
4. The lessee is required to use good agricultural practices in accordance with the requirements of the crop planted to avoid undue erosion or damage to existing wildlife or wildlife habitats. Conventional tillage is an acceptable practice; but reduced tillage, low-till and no-till are preferred methods.
5. The lessee assumes all risk and/or damage by reason of natural disaster. **Total cost will be computed on a cost per acre annually, tenant must pay whether or not you get a crop planted or not.** It is highly recommended that tenants get crop insurance. The lessee will be responsible for maintaining records of acreage planted, and to report acreage planted to the appropriate Farm Service Agency office. The lessee must comply with Natural Resource Conservation Services' (NRCS) conservation management plan on their leased units.
6. Wheat or any other cover crops may be seeded in the fall in selected fields by KDFWR. The lessee will destroy or incorporate the remaining cover crop the next spring season.
7. The Commonwealth retains the hunting, trapping, fishing and other rights including 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.
8. 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/Lime applied per acre by field number.
  - c. Herbicides applied per acre by field number.
  - d. Harvest removed by field numbers (in total bushels).
9. The lessee will be responsible for damage to state properties and facilities resulting from cropping activity. Should the tenant or his employees damage state owned or installed fixtures; restitution will be made immediately. Damages may include but are not limited to damage/ destruction of public hunting blinds, tree/shrub plantings, boundary markers/ fencing, building, gates, water control structures/facilities, dikes, dams, levees and vegetation, and harvest of the WMA's 5% crop left standing. The local area manager is authorized to establish prices for damage to state properties and facilities.

10. Should damage occur to the tenant crop as a result of department staff, actions or agents' appropriate adjustments will be made to the final crop payments on an acre damage estimated production format or part of the 5% crop left standing.
11. No part of any lease unit may be placed in any federal land retirement program.
12. No livestock will be permitted. Finding livestock or evidence of their use on leased units will be sufficient for issuance a citation.
13. If irrigation facilities are necessary, such facilities shall be provided by and at the expense of the Lessee, and shall be approved by Mr. Wayne Tamminga, Public Lands Biologist.
14. The Lessee shall not erect any permanent or temporary structures on the leased premises.
15. 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.
16. The Lessee shall comply with the Conservation Plan on file at the local county Natural Resource Conservation Service (NRCS) office and follow recommended land practices.
17. The Lessee will follow normally acceptable crop rotations in agricultural operations. Consecutive years of same crop is prohibited, i.e., continuous production of the same grain crop in the same field is not allowed, unless weather dictates otherwise and at the permission of Mr. Wayne Tamminga and/or current Public Lands Biologist.
18. The Lessee may, with permission from Mr. Wayne Tamminga and/or Public Lands Biologist, utilize existing structures on the leased premises.
19. The Lessee will maintain low water fords, field edges, remove overhanging limbs into the fields and remove trees and other debris that falls/drifts into their fields.

**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 to maintain the pH at 6.2 +/- 0.2 pH for grain and hay crops, and 6.4 +/- 0.2 pH for alfalfa. Failure to lime crop fields will result in the tenant being charged for lime on the farm contract and/or cancellation.



2. For the application of Nitrogen, Phosphorous, and Potassium the following recommendation should be followed as a rule of thumb by the lessee:

Phosphorous and Potassium levels, according to the soil test need to be in the Medium, Optimum, or High categories. Test results showing the need for trace elements should be treated on an as needed basis and trace elements need to be in the medium or higher categories. Nitrogen applications should be made for the minimum expected yield. High-end recommended and arbitrary applications are not environmentally or economically sound and should not be made. Failure to keep soil fertility in Medium or above categories will result in the tenant being charged for fertility inputs on the farm contract and/or cancellation.

Nitrogen tests are recommended when feasible. A general recommendation of 1.5 units of nitrogen per bushel of expected yield for the respective field can be used. Corn should be fertilized to yield no less than 150 bushels/acre. Nitrogen fixing cover crops are encouraged and recommended to be used whenever possible. The use of anhydrous ammonia as a nitrogen source is not recommended because of the cumulative damage to soil microorganisms and a general decline in soil tilth. Other micro/macro nutrients and trace elements should be added to the soil if they are limiting yields.

### **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 March 15 without prior approval of Mr. Wayne Tamminga, Public Lands Biologist. 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 Mr. Wayne Tamminga, Public Lands Biologist.
4. 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 KDFWR 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). Your riparian zones are not part of your field's acreage you pay payments on
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. These field border buffers are part of your field's acreage you pay rental payment on.

#### **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 Mr. Wayne Tamminga, Public Lands Biologist, for an up to date list or consult the local chemical dealer).
2. There will be no use of insecticides upon KDFWR owned or managed lands.
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.
7. The Lessee shall report herbicide use on a yearly basis using forms provided.
8. 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; Pigweed; Marijuana; Johnson grass; Sicklepod; Water Hemp; and Multi flora Rose and other herbicide resistant weeds*. Tillage and harvest equipment should be cleaned prior to moving to another field, which will help limit weed seed transportation. Noxious weeds will not be controlled in any way that will adversely affect or have any detrimental impact on any wildlife or habitat.

***BID FORM***

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 amount (s) indicated on the attached form "2022 - 2026 CROP PLAN FOR BARREN RIVER LAKE WILDLIFE MANAGEMENT AREA." Pages and of this bid package should have filled out, signed, stapled to the particular crop plan form (s) for the bidder desires to bid and returned in the enclosed bid envelope.

(SEALED BID)

Finance and Administration Cabinet.  
Dept. for Facilities and Support Services  
Division of Real Properties  
Bush Building - Third Floor  
403 Wapping Street  
Frankfort, Kentucky 40601

INVITATION TO BID: 12012021

DATE: Wed. Dec. 1, 2021

AT: 3:00 p.m.

**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**

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

- 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: \_\_\_\_\_

## LAND OFFERED FOR LEASE BY MANAGEMENT UNIT

### 1. BARREN RIVER UNIT

Field Number	Acres	Minimum Bid/per acre*	Management Option 1,2, or 3	Bid Offered**
BR 1	19.6	\$50/120		
BR 2	4.2	\$50/120		
BR 3	40.0	\$50/120		
BR 4	17.0	\$50/120		
BR 5	19.4	\$50/120		
BR 6	20.7	\$10		
BR 7	12.4	\$10		
BR 8	14.5	\$10		
BR 9	26.4	\$10		
BR 10	20.8	\$10		
BR 11	70.2	\$10		
BR 12	34.1	\$10		
BR 13	2.3	\$50/120		
BR 14	16.8	\$50/120		
BR 15	19.8	\$50/120		
BR 16	17.4	\$50/120		
BR 17	23.3	\$50/120		
BR 18	59.6	\$10		

\* Option 1-annual crop minimum \$120.00, Option 2-Hay minimum \$50.00, Option 3- \$10.00

\*\* In increments of \$1.00

Signature: \_\_\_\_\_ Name (Print): \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## 2. BEAVER CREEK UNIT

Field Number	Acres	Minimum Bid/per acre*	Management Option 1,2, or 3	Bid Offered**
BC 1	43.4	\$50/120		

## 3. DRY CREEK UNIT

Field Number	Acres	Minimum Bid/per acre*	Management Option 1,2, or 3	Bid Offered**
DC 1	4.3	\$50/120		
DC 2	11.6	\$50/120		
DC 3	18.4	\$50/120		
DC 4	30.8	\$40/100		

## 4. LONG CREEK UNIT

Field Number	Acres	Minimum Bid per acre*	Management Option 1,2, or 3	Bid Offered**
LC 1	32.0	\$10		
LC 2	17.0	\$50/120		
LC 3	24.0	\$50/120		
LC 4	12.0	\$50/120		
LC 5	56.0	\$50/120		
LC 6	52.3	\$50/120		
LC 7	20.9	No bidding	Waterfowl area	
LC 8	6.8	\$50/120		
LC 9	29.4	\$50/120		
LC 10	33.0	\$50/120		
LC 11	6.2	\$50/120		
LC 12	12.0	\$50/120		

Signature: \_\_\_\_\_ Name (Print): \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

5. PETERS CREEK UNIT

Field Number	Acres	Minimum Bid/per acre*	Management Option 1,2 or 3	Bid Offered**
PC 1	12.9	\$50/120		
PC 2	15.6	\$50/120		
PC 3	5.7	\$50/120		
PC 4	17.6	\$50/120		
PC 5	49.6	\$50/120		
PC 6	13.6	\$50/120		
PC 7	3.0	\$50/120		
PC 8	3.2	\$50/120		
PC 9	5.9	\$50/120		
PC 10	17.8	\$50/120		

Signature: \_\_\_\_\_ Name (Print): \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_



6. SCAGGS CREEK UNIT

Field Number	Acres	Minimum Bid/per acre*	Management Option 1, 2, or 3	Bid Offered**
SC 1	6.7	\$10		
SC 2	16.7	\$50/120		
SC 3	4.1	\$50/120		
SC 4	22.7	\$50/120		
SC 5	5.7	\$50/120		
SC 6	21.0	\$50/120		
SC 7	3.7	\$50/120		
SC 8	12.0	\$50/120		
SC 9	3.8	\$50/120		
SC 10	10.8	\$50/120		
SC 11	4.0	\$10		
SC 12	5.5	\$10		
SC 13	6.7	\$10		
SC 14	4.5	\$10		
SC 15	3.0	\$10		
SC 16	20.5	\$10		
SC 17	19.0	\$10		
SC 18	8.9	\$10		
SC 19	2.4	\$10		
SC 20	82.2	\$10		
SC 21	11.5	\$10		
SC 22	34.6	\$10		

Signature: \_\_\_\_\_ Name (Print): \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_