

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 40.0 ACRES OF AGRICULTURE LAND

GRIFFITH WOODS WILDLIFE MANAGEMENT AREA

HARRISON COUNTY, KENTUCKY

Invitation No: 04132021

Bid Opens: Tuesday, April 13, 2021 at 3 p.m. ET

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: 502/564-9831, email: Wendell.harris@ky.gov.
- (4) Anyone interested in the results of this bid opening may participate at the time listed above by dialing 502-782-2663 and entering the participation code 42014.

**Invitation to Bid
Agricultural Land
Griffith Woods Wildlife Management Area
Harrison 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 agricultural land at the Griffith Woods Wildlife Management Area located in Harrison 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. The land to be bid consists of approximately 40.0 acres.

The land is to be utilized for the production of silage corn. An additional 10 acres will be planted by the winning bidder to a sunflower field as specified by the Supervising Biologist at the lessee's expense and left standing for wildlife food and cover sources. Please see attached bid form for a breakdown by tract of all acres.

Bids should indicate the annual per acre cost rental that the bidder is willing to pay for each acre of corn silage during the 5 year period. The lessee is not expected to pay rental on any field during the year(s) that they are fallow or in special food for cover plots with KY Dept of Fish and Wildlife Resources. Several fields and portions of fields on the property are part of habitat management programs on the area. Tenants shall not enter, disturb, drive in or through, mow, spray or otherwise alter these fields or borders without approval of the supervising biologist.

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 agricultural purposes primarily to insure a permanent and continued supply of food for wildlife; furnishing sport and recreation for present and future residents of this state. Leasing the property produces income that offsets operational expenses of the area and is part of an overall habitat and land management program for fish and wildlife uses.

Bid Forms: Bid forms are available at the Kentucky Department of Fish and Wildlife-Pine Hill office, Frankfort, KY by calling the Land Biologist Dave Frederick at 502-782-5208.

Bids: Bidders will be cash bidding on 40.0 acres for annual corn production to be chopped for silage before September 1st of each year. An additional 10 acres of sunflower shall be planted annually by the successful bidder, on sites indicated by the Supervising Biologist and left standing (refer to Field 2 on attached map). Bidders should submit their bids on the Bid Forms provided and these must be completely filled out, signed and submitted in the bid envelope provided, with deposit(s) (see example page). Bidders should indicate the amount they will pay as cash per acre for the actual planted acreage to be cropped. There will be one cash bid by each bidder.

Minimum bid per acre is \$10.

All bidders will be notified of the results. The Commonwealth of Kentucky reserves the unqualified right to reject any and/or all bids. For further information contact Wendell Harris at (502) 203-5051 or email: Wendell.harris@ky.gov or Dave Frederick, Phone: (502) 782-5208.

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 the lease, the next highest bidder will be contacted to assume the remaining terms of the lease or at the discretion of KDFWR may choose to advertise the invitation for bids.

Requirements: The Lessee will be required to plant 40.0 acres of corn to be chopped for silage before September 1st and plant at lessee expense 10 acres of sunflower in order to provide public dove hunting opportunity. Sunflowers must be planted annually by the first Saturday in May. The tenant must use acceptable seasonal weed and grass control in all plantings. All crops shall be fertilized per soil test at the expense of the lessee. In the fields that will be planted to yellow corn for silage, the cash rental is in addition to leaving five (5%) percent of crop left standing in the field. Wheat and turnip cover crop shall be planted annually on all corn silage fields following University of Kentucky planting recommendations and at the expense of the lessee. Maps will be provided by Area Manager for all plantings. Maps will be followed for all plantings unless weather prohibits, changes will be at the area managers discretion.

Non-Planted Acres: In the event that the successful bidder(s) cannot/does not plant all production acres in the contract, vegetation must be controlled through chemical or mechanical means. The cost associated with the vegetation will be the responsibility of the successful bidder(s). The vegetation control and methods/chemicals will be at the discretion of the area manager and will be selected based on wildlife management goals (e.g. ridges may be disked and low ground may be sprayed with a broadleaf selective herbicide).

Strip Mowing: As part of the WMA habitat management efforts, the successful bidder(s) will be required to provide up annual mowing at Griffith Woods WMA completed after August 15th and before November 1st to avoid primary nesting and brood-rearing season as indicated on the map in Fields 6, 7, 8, 9, 10, 11, 12, 13, 14. Plan maps will be provided by the Area Manager for annual mowing to achieve desired management goals (e.g. fields may be strip mowed, random pattern mowed, or block mowed on a rotation).

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 acre and required annually. A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF BALANCE IS NOT RECEIVED BY SPECIFIED DATE.**

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:

If at any time during the period in which the lease agreements are in effect, the winning bidder(s), 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 winning bidder(s). All rights and benefits therein conferred shall be deemed forfeited, and the winning bidder(s) 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 winning bidder(s) 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.

1. The procedure for termination of the lease agreements under this section shall be as follows:
 - a. The Commonwealth shall deliver, by certified mail, to the successful bidders 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; and (c) the date upon which termination becomes effective.
 - b. The winning bidder(s) 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.
2. 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.
3. 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: The Commonwealth reserves the right to cancel the agreement for convenience when requirements under the lease no longer exist, or changes in general conditions render the lease as not responsive to the needs of the Commonwealth. A written notice will be given to the tenant at least thirty (30) days prior to such proposed termination date. Upon the termination date specified in the written notice, all privileges of tenant shall cease and tenant shall no longer be permitted to use Commonwealth’s structures, personal property, or premises and shall remove any personal property of tenant from premises by the cancellation date.

Method of Award: A lease will be awarded for all the tracts on the highest cash bid per acre per tract, and whose offer conforming to this Invitation to Bid will be most advantageous to the Commonwealth. The Commonwealth of Kentucky reserves the right to reject any and all bids and to waive technicalities. A bidder’s past performance under lease shall be a consideration and may be a factor in the award of a lease.

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 winning bidder(s) 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 bids will be retained by the agency and later applied to the lease payment.

TERMS AND CONDITIONS

A. General

1. Bidders will be cash bidding for 40.0 acres for annual corn production to be chopped for silage before September 1st of each year. An additional 10 acres of sunflowers shall be planted annually and left standing by the successful bidder, on sites indicated by the Supervising Biologist. Please see attached map for a breakdown by tract of all acres. The Lessee shall not sublease any part of the lease tracts to a second party.
2. The winning bidder(s) shall assume responsibility for maintenance of the entire 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 contract.
3. The winning bidder(s) 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 is the preferred methods.
4. The winning bidder(s) will be responsible to maintain records of the acreage planted and to report same to the appropriate Farm Service Agency office.
5. The winning bidder(s) assumes all risk and/or damage by reason of flooding or other natural disaster. After the crop is planted, the final lease cost will be computed on a cost per acre planted format. In the event of weather related crop loss and settlement with crop insurance the final payment will be computed on a cost per acre harvest format and the damaged crop shall remain in the field for wildlife.
6. The Lessee will plant wheat and turnip cover crops in the fall in corn silage fields. The Lessee will pay these costs. The winning bidder(s) will destroy or incorporate the remaining cover crop the next cropping season based on the field rotation plan.
7. 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 winning bidder(s). The winning bidder(s) 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.
8. **The Lessee will provide a typed report of the following when making final payment:**
 - a. **Acreage planted and reported to the FSA office if applicable.**
 - b. **Fertilizer and/or lime applied per acre by field number.**
 - c. **Herbicide brand and application per acre by field number.**
 - d. **If an insurance claim is made a copy of it must be given.**
 - e. **If corn cannot be planted then the lessee must purchase and plant annual grain specified at the managers discretion.**
9. The winning bidder(s) will be responsible for damage to state properties and facilities as a result of cropping activity. Should the winning bidder(s) 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. The local area manager is authorized to establish prices for damages to state properties and facilities

10. No Part of any lease tract may be placed in any federal land retirement program.
11. No livestock will be permitted. Finding livestock or evidence of their use on leased tracts may result in the issuance of a citation.
12. If irrigation facilities are necessary, such facilities shall be provided by and at the expense of the winning bidder(s).
13. The winning bidder(s) shall not be permitted to erect temporary or permanent structures of any type on the leased premises.
14. The winning bidder(s) shall be responsible for maintaining their entire leased premises in a clean and sanitary condition throughout their lease term. The winning bidder(s) 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 excepted.
15. The winning bidder(s) shall comply with the Conservation Plan on file at the local county Natural Resource Conservation Service Office and follow recommended land practices.
16. The winning bidder(s) may, with permission from the area supervisor, utilize existing structures on the leased premises.

B. Soil Testing/Fertilization/Lime

1. The winning bidder(s) 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 winning bidder(s) shall comply with soil test recommendations and fields to be limed at no less than half of the recommended rate.

2. For the application of Nitrogen, Phosphorous, and Potassium, the following recommendation should be followed as a general rule of thumb by the winning bidder(s):

If Phosphorous and Potassium levels, according to the soil test, are in the Medium to High range it is not necessary to make an application unless a crop response is expected. Applications should be made if range levels fall into the Low to Medium categories. No less than the minimum recommendations should be applied in these instances. Maximum levels should never be exceeded and or generally not recommended due to their inefficacy. Test results showing the need for trace elements should be treated on an as needed basis. 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. 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. This would be based on the fields past average bushel yield. Nitrogen fixing cover crops are encouraged and recommended to be used when ever possible. **The use of anhydrous**

ammonia as a nitrogen source is not recommended because of the cumulative damage to soil micro organisms and a general decline in soil tilth. Department staff will not utilize anhydrous ammonia and will recommend all winning bidder(s) convert to other more environmentally friendly forms of Nitrogen such as Urea, Diammonium Phosphate, etc.

C. Tillage Practices

1. Tillage methods and residue coverage should be consistent and conform with the NRCS 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 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.
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 fall with 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 when it is a necessary component of management (for example waterfowl flight corridors).
3. Other field borders such as property boundaries, fencerows, roadsides, etc. shall have a vegetated strip of not less than **30 feet** of undisturbed soil.

E. Pesticides/Herbicides

1. There will be no application of restricted use pesticides as designated by the United States Environmental Protection Agency and the U. S. Fish and Wildlife Service. (See the Supervising Biologist for an up to date list or consult the local chemical dealer).
2. There will be no use of insecticides upon Department owned or managed lands.

3. Pesticides 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. Pesticides 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 sensitive and/or unique habitats, which may be host to special flora and fauna.
7. The winning bidder(s) shall report pesticide use on a yearly basis using forms provided.
8. Any pesticide 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

Winning bidder(s) will be required to control the following noxious weeds within their rented/leased fields: *Thistle: Muss, Scott, Nodding, Canadian; Field Bindweed; Marijuana; Johnson grass; and Multi flora Rose*. 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.

NOTE: FOR FURTHER INFORMATION PLEASE CONTACT: Dave Frederick/Public Lands Biologist By telephone at 502-782-5208

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.

I PROPOSE TO PAY A BID PRICE PER ACRE:

\$ _____ X 40.0 ACRES = \$ _____ (annual total)

Annual bid X 5 years = \$ _____ (5-year total)

BID TOTAL \$ _____

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Home Phone: _____ **Cell Phone:** _____

Signature: _____

****Good Faith deposit of \$100.00 is required prior to submitting bid.**