

FOR LEASE

STATE-OWNED REAL PROPERTY

**120 +/- Acres (Production and Harvesting of Hay)
Department of Military Affairs
Boone National Guard Center
Frankfort, Franklin County, Kentucky**

Invitation No: **04272022**

Bid Opens: **Wednesday, April 27, 2022, at 3 p.m. EDT**

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1. Bids must be submitted on the "Form of Proposal" included within and made part of this Invitation and received at the Division of Real Properties, Department of Facilities Management, Finance and Administration Cabinet, 3rd Floor, Bush Building, 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. EDT, by contacting Wendell Harris, Division of Real Properties, at (502) 564-9831 or wendell.harris@ky.gov or Robert Russell, Maintenance Branch Manager, Department of Military Affairs, (502)-607-1455 or robert.w.russell148.nfg@army.mil.
 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 then entering the participation code 42014.

GENERAL TERMS AND CONDITIONS
INVITATION TO BID

SECTION I
SCOPE OF LEASE

At the request of the Department of Military Affairs, hereafter referred to as "Department", the Division of Real Properties is issuing this Invitation to Bid on lease of approximately 120 +/- acres of land to be used for the production and harvesting of hay at the Department of Military Affairs, Boone National Guard Center, Frankfort, Kentucky. It should be noted that the exact acreage may vary and the location available for harvesting hay will be at the discretion of the Director of Facilities Division, Department of Military Affairs. **Minimum Bid Accepted:** The Department will consider bids offering to cut and mow the hay with no additional monetary payment; however, bids received proposing monetary payment will be given higher consideration

SECTION II
LEASE PERIOD

The lease established from this Sealed Bid will be for the period beginning upon date of execution by the Secretary of the Finance and Administration Cabinet and shall terminate one year thereafter, with an option to renew for five (5) additional one (1) year automatic renewal periods. The Lessee's occupancy and use of the leased premises are subject to, and the Lessee shall comply with, all applicable state and federal statutes, rules, and regulations.

SECTION III
BASIS OF BID QUOTATIONS

Rental rates quoted in response to this Invitation shall remain firm for the initial term of the resulting lease. After the initial period, amounts are subject to revision upon the mutual agreement of the parties. Said revision may be requested in writing by either party. Any request for a decrease in the rent must be documented as to the reason for the requested decrease. The party to whom the request is presented must notify the requesting party of his decision within 30 days after receipt of the request or satisfactory supporting documentation, whichever occurs later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the lease, without prejudice.

SECTION IV
USE OF PROPERTY

The Lessee shall have access to the property for the purpose of producing, cutting and removal of hay; with the understanding all hay, including hay which may be damaged by water, rain, snow, etc., as well as partial bales, must be clipped and removed at least twice during the term of the lease; the first cutting of each year to be on or before July 1, the second on or before the second weekend in September, of each year. Any of the allocated acreage not cut for hay must be mowed at the expense of the Lessee between the second weekend of September and the last weekend of September. No hay shall be left on site more than two weeks after it is baled. Deviations from

these dates are at the discretion of the Director of Facilities Division, Department of Military Affairs. The lessee must provide, at its sole expense, all equipment and supplies to meet the terms and condition of the resulting lease. The Lessee shall be responsible for the accomplishment of specified utilization, maintenance, soil conservation, and care of the land included in this lease; shall furnish all equipment labor and supplies; and shall pay all expenses necessary and incident to compliance with the provisions and conditions as set forth herein. Certain crops may be authorized by the Director of Facilities Division, Department of Military Affairs. None of the above-mentioned equipment may be stored on DMA Property. No hay may be stored in any structures on DMA Property.

The Lessee shall be responsible for maintaining the entire leased premises in a clean and sanitary condition throughout the lease term and any renewal thereof, with the exception of alterations to the property completed by the Department of Military Affairs or on its authority. The Lessor shall always have full use of the premises. The Lessee further agrees that upon the expiration, cancellation, or termination of the Lease Agreement, that they will return the leased premises in as good an order as received, ordinary wear and tear, and acts of God excepted.

In utilization of the land for cropping incident to reseeding the pasture, fertilizer may be applied, at the Lessee's option and expense, in accordance with requirements of the crop planted, all upon recommendation of the Local District Conservationist, and with the approval of the Director of Facilities Division, Department of Military Affairs.

Should the Lessee elect to improve the existing stand of hay, agricultural limestone may be applied, by and at the expense of the Lessee, to the field or fields concerned in quantities as determined necessary by soil analysis. A copy of such analysis will be made available to the Director of Facilities Division, Department of Military Affairs.

The Lessee, at its option and expense, may purchase and apply to the designated portions of the leased land, agricultural limestone at the rate of two (2) tons per acre, to be applied during the fall of each year of the lease term; however, the rate may be varied in accordance with applicable CFSA requirements.

The Department shall be responsible for ensuring that such provisions are enforced. Major deviations from these provisions will not be made without the written approval of the Department and Division of Real Properties. Problems which arise under any aspect of performance shall first be resolved between the Lessee and the Department. If such problems and or disagreements cannot be resolved, they would be referred to the Division of Real Properties for settlement by either party in writing.

SECTION V **RENTAL PAYMENT**

The balance of the lease payment (total annual lease payment less \$100.00 bid deposit of successful bidder) for the initial term of the lease will be due and payable within thirty (30) days of the execution of a lease document. The annual rental payment for renewal terms shall become due and payable in full on the first day of each year of the Lessee's use of the property.

SECTION VI
SITE VISIT

Bidders are required and expected to inspect the site 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 a failure to inspect the site constitute grounds for a claim after award of lease.

NOTE: FOR FURTHER INFORMATION CONCERNING EXACT LOCATION AND ACCESS TO THE SITE, PLEASE CONTACT ROBERT RUSSELL, MAINTENANCE BRANCH MANAGER, FACILITIES DIVISION, DEPARTMENT OF MILITARY AFFAIRS, BOONE NATIONAL GUARD CENTER, FRANKFORT KY. 40601. PH 502-607-1455.

SECTION VII
RESTRICTIONS

If Lessee uses insecticides or herbicides, these are subject to prior review and approval of the Director of Facilities Division.

SECTION VIII
CANCELLATION

Either party to the resulting Lease Agreement may cancel the agreement by notice to the other party, specifying the date of cancellation, with such notice not to be less than thirty (30) days prior to the date of cancellation. The time under this Section shall be computed from the date of mailing of the above-referenced notice and cancellation shall not be effective until the last day of the month in which the notice periods end. Upon said cancellation, the Lessee shall quit the leased premises and will return them in as good an order as received, ordinary wear and tear, and acts of God excepted.

SECTION IX
ASSIGNMENT

The Lessee shall not voluntarily, involuntarily, or by operation of the law assign, sublet, transfer, mortgage or otherwise encumber all or any part of the premises to any other person, partnership, corporation or other entity without first obtaining in each and every instance the Department and the Finance and Administration Cabinet's prior written consent. Any attempt to assign, sublet, transfer, mortgage or otherwise encumber all or any part of the premises without such consent shall be void. If an assignment of the lease is made with written consent of the Finance and Administration Cabinet, the Lessee shall not be relieved from the payment of all rent according to the terms hereof or for the performance of all other terms, covenants, and conditions of the Lease. If consent is once given by the Department and the Finance and Administration Cabinet, such consent shall not operate as a waiver of the necessity for obtaining Finance's prior written consent to any subsequent assignment or subletting. No assignment will be effective or binding against the Lessor until such time the assignee executes an amendment to the Lease Agreement reflecting such assignment.

SECTION X HOLD HARMLESS

The Lessee agrees to indemnify and hold harmless the Lessor from any and all claims, demands, damages, actions, costs, including attorney's fees, and charges for which the Lessor may be subject, or for which the Lessor, or the Lessee, may be required to pay by reason of use. The Lessee shall, at their own expense, assume defense of such claims and actions for damages or judgments arising from 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 Lessor, or any of its officers agents or employees, while acting within the scope of their employment.

SECTION XI TERMINATION FOR DEFAULT

- (a) If at any time during the period in which the Lease Agreement is in effect, the Lessee, In the opinion of the Lessor, defaults on any obligation incurred hereunder, including, but not limited to the obligation to pay rent as provided in this Agreement, then the Agreement shall be subject to termination by the Lessor, with no right of recourse remaining in the Lessee. All rights and benefits therein conferred shall be deemed forfeited, and the Lessee covenants that it shall quietly surrender possession of the demised premises to the Lessor, provided however, that before any termination shall occur under this Paragraph, the Lessee shall be given written notice and be allowed thirty (30) days from the date of receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the Lease Agreement shall remain in full force and effect.
- (b) The procedure for termination of the Lease Agreement under this Paragraph shall be as

follows:

1. The Lessor shall deliver, by certified mail, to the Lessee a "Notice of Termination" which shall specify (a) the nature of the termination; (b) the extent to which use under the Lease Agreement is to be terminated; and (c) the date upon which termination becomes effective.
 2. The Lessee shall stop use under the Lease Agreement on the date indicated and to the extent specified in said "Notice of Termination," unless the default or noncompliance is cured within the time period stated in the notice.
- (c) In the event of termination for default, the Lessee shall be responsible for paying to the Lessor any and all monetary sums due the Lessor under this Lease Agreement, up to and including the effective date of termination.
- (d) The rights and remedies of the Lessor provided in the Agreement shall not be exclusive, and are in addition to any other rights and remedies provided by law or in equity.

SECTION XII **METHOD OF AWARD**

The Lease will be awarded for the lease of approximately 120 +/- acres of land on a highest bid amount to that responsible, responsive bidder whose offer conforming to this Invitation to Bid that will be most advantageous to the Commonwealth. The Commonwealth of Kentucky reserves the right to reject any or all bids and waive technicalities. The bidder's past performance under lease shall be a consideration and may be a factor in the award of the lease.

SECTION XIII **ADDING TERMS AND CONDITIONS**

Additional terms and conditions that come within the scope of the resultant lease and found to be needed may be added to the lease if mutually agreeable to both the Lessee and the Department of Military Affairs.

SECTION XIV **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 (certified or cashier check - **cash** will not be acceptable). All such deposits will be returned on unsuccessful bids. The deposit made with the successful bid will be retained by the agency and later applied to the lease payment.

NOTE: BIDS, IF MADE IN ADDITION TO THE EXCHANGE OF MOWING AND CUTTING FOR THE REMOVAL OF HAY, ARE TO BE MADE ON A DOLLAR AMOUNT PER ACRE, PER LEASE TERM.

SECTION XV

The Lessee agrees that the Department of Military Affairs, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to the resulting lease for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the Department of Military Affairs, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to the lease shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878 (1)(c) prior to execution of the lease. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency was providing the service.

SECTION XVI

The Bidder agrees to take good care of the premises. All bales shall, at all times, be removed from the premises resulting from producing and harvesting of hay as specified under Section IV. If the bidder fails to remove all bales, then Department of Military Affairs will clear them, and the bidder shall reimburse Department of Military Affairs for the full cost.

**FORM OF PROPOSAL
(SEALED BID)**

TO: Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Real Properties
Bush Building 3rd Floor
403 Wapping Street
Frankfort, Kentucky 40601

INVITATION NO: 04272022
BID OPENING: Wed., April 27, 2022
At: 3 P.M. EDT

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 Following amount:

For the lease of approximately 120 +/- acres of land to be used for the production and harvesting of hay, Boone National Guard Center Frankfort, Franklin County, Kentucky, I propose to pay a lump sum of \$ _____, per year.

**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. 04272022 have been arrived at by the bidder independently and have been submitted without collusion with, or without any agreement, understanding or planned common course of action with, any other bidder of materials,
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 bids or bids;
4. The bidder is legally entitled to enter into lease with the Commonwealth of Kentucky and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 to .340 and 164.390, and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

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

Pursuant to KRS 45A.485, the Bidder shall reveal to the Commonwealth, 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.)

<u>KRS Violation</u>	<u>Date</u>	<u>State Agency</u>
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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 the Commonwealth's cancellation of the contract, and the Bidder's disqualification from eligibility to bid or submit proposals to the Commonwealth 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, 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.

Aerial View of Boone National Guard Center



