

FOR LEASE
STATE-OWNED REAL PROPERTY
COMMONWEALTH OF KENTUCKY

53.4 +/- Acres (Production and Harvesting of Hay)
Kentucky School for the Deaf
Kentucky Department of Education
South Second Street
Danville, Kentucky 40422

Invitation No. 050824

Bid Opens May 8, 2024, 2:30 PM EDST

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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. Bids will be 'publicly' read aloud, and Bidders may access the bid opening through a conference call. To access the conferencing bridge, Bidders may either dial 502-782-CONF (2663). Once called, Bidders will be prompted to enter a code. Bidders, as "attendees or participants" need to enter the code 42014. Please be mindful that the conference call will not begin until the moderator (Buyer: Jamie Bryant) is logged in and the conference call will end once the moderator hangs up.
 4. For further information contact Jamie Bryant, State Properties Branch, Division of Real Properties, 3rd Floor, Bush Building, 403 Wapping Street, Frankfort, Kentucky 40601-2607 Phone: 502-782-0363

GENERAL TERMS AND CONDITIONS

INVITATION TO BID

SECTION I

SCOPE OF LEASE

At the request of the Department of Education, hereafter referred to as “Department”, the Division of Real Properties, issues this Invitation to Bid on lease of approximately fifty-three point four (53.4) acres of land to be used for the production and harvesting of hay. The land is located at the Kentucky School for the Deaf, hereafter referred to as “the School”, South 2nd Street, Danville, Kentucky, and as shown on Attachment A.

SECTION II

LEASE PERIOD

The lease established from this Sealed Bid will be for the period beginning when executed by the Secretary of the Finance and Administration Cabinet and terminating one year thereafter, with an option to automatically renew for four additional one-year 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 revisions that may be either increases or decreases. 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. Bids for the hay land are to be made on a dollar amount per acre. **Minimum bid that will be accepted is \$41.00 per acre.**

SECTION IV
USE OF PROPERTY

Property shall be used exclusively for the purpose of producing hay, with the understanding all hay 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 October 15, of each year. Removal of hay must be complete within twenty-one (21) days after cutting, including hay that may be damaged by water, rain, snow, etc. No grazing of livestock shall be permitted. 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.

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. 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, will be applied in accordance with requirements of the crop planted, all upon recommendation of the Local District Conservation, and with the approval of the Facilities Manager. If irrigation facilities are necessary, such facilities shall be provided by and at the expense of the Lessee.

Prior to sowing small grain, which is to serve as a nurse crop for pasture seeding, agricultural limestone will be applied 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 Facilities manager. Legume and grass seedings in small grain shall consist of a mixture of the following quantities and kinds of seed per acre: five (5) lbs. of Kentucky bluegrass, five (5) lbs. of orchard grass, five (5) lbs.

lespendeza, four (4) lbs. of timothy and one (1) lb. of ladino clover. The above-prescribed seeding mixture may be changed or modified upon the recommendation of the Local District Conservationist, and with the approval of the Facilities Manager. All Legume seed used will be inoculated prior to seed with the proper type of inoculant.

The Lessee shall 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; provided, however, that 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 Division of Real Properties. Problems that arise under any aspect of performance shall first be resolved between the Lessee and the Department of Education. If such problems and or disagreements cannot be resolved, they would be referred to the Division of Real Properties, Department of Facilities Management for settlement by either party in writing.

SECTION V

RENTAL PAYMENT

The balance of the lease payment (total lease payment less \$100.00 bid deposit of successful bidder) for the initial term of the lease will be due and payable within thirty (60) 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 urged 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 KENTUCKY SCHOOL FOR THE DEAF, DANVILLE, KENTUCKY AT (859) 239-70172.

SECTION VII
RESTRICTIONS

No livestock will be permitted. If Lessee uses insecticides or herbicides, these are subject to prior review and approval of the Kentucky Department of Education, Kentucky School for the Deaf, Department of Facilities Management and the local USDA Farm Service Agency (FSA) office.

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 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 as the assignee executes an amendment to the Lease Agreement reflecting such assignment.

SECTION X

HOLD HARMLESS/LIABILITY INSURANCE

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.

Bidder shall carry and maintain public liability insurance during the term of the resulting agreement, in the minimum amounts of \$100,000.00 per person and an aggregate of \$300,000.00 per accident for personal injury, and \$100,000.00 property damage. Said insurance shall name the Commonwealth as an additional insured and shall contain a non-cancellation clause notifying the Commonwealth at least thirty (30) days in advance of any proposed cancellation. Copies of all insurance policies shall be submitted to the Department of Education, 300 Sower Boulevard, 4th Floor, Frankfort, Kentucky 40601, annually for review and approval.

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
METHODS OF AWARD

The Lease will be awarded for the lease of approximately fifty-three point four (53.4) acres of land on a highest bid amount to that responsible, responsive bidder 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 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 Finance and Administration Cabinet.

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). Upon approval of the successful bid, all other deposits will be returned to unsuccessful bidders. The deposit made with the successful bid will be retained by the agency and later applied to the lease payment.

NOTE: BIDS ARE TO BE MADE ON A DOLLAR AMOUNT PER ACRE, FOR EACH YEAR OF THE RESULTING AGREEMENT.

**FORM OF PROPOSAL
(SEALED BID)**

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

INVITATION NO: 050824

BID OPENING: May 8, 2024
2:30 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 lease of approximately fifty-three point four (53.4) acres of land to be used for the production and harvesting of hay, located at the Kentucky School for the Deaf, in Danville, Kentucky, I propose to pay the sum of \$_____ per acre per year.

SIGNED:

BIDDER

**SENATE BILL 258, ADOPTED BY 1994
REGULAR SESSION OF GENERAL ASSEMBLY**

Pursuant to 1994's Senate Bill 258, 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 provision of KRS Chapters 136, 139, 141, 337, 341, and 342.

For the purpose of complying with the provisions of Senate Bill 258, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 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>

The Bidder is further notified that 1994's Senate Bill 258 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. Senate Bill 258 further provides that the Bidders 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.