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 TWO (2) Tracts: TR #1 SWAN UNIT 985.6 ACRES and TR #2 SPBS Units 283 ACRES OF AGRICULTURE LAND

BOATWRIGHT WILDLIFE MANAGEMENT AREA

LA CENTER, BALLARD COUNTY, KENTUCKY

Invitation No: 11182026
Bid Opens: Wednesday, November 18, 2026, 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) 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) OR 502-564-9110. Once called, Bidders will be prompted to enter a code. Bidders, as "attendees/participants" need to enter the code 77330. Please be mindful that the conference call will not begin until the moderator (Buyer: Wendell Harris) is logged in and the conference call will end once the moderator hangs up.

(4) For further information or to obtain a hard copy of the bid package, contact Wendell Harris, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, KY 40601-2607, Phone: (502) 782-0360 or email: wendell.harris@ky.gov.

INVITATION TO BID

Agricultural Land

Boatwright Wildlife Management Area

Tract 1- SWAN Unit

Tract 2- Stalling, Perkins, Blenderman, Stevens Unit

Ballard County, Kentucky

GENERAL TERMS AND CONDITIONS

Scope of Project

Tract 1- Swan Unit

At the request of the Department of Fish and Wildlife Resources, hereinafter referred to as the "KDFWR," the Division of Real Properties issues this invitation to bid **2 separate Tracts** of agricultural land.

Tract 1 (Swan)- approximately **825.6 harvestable acres + 160 acres (Food Plot)** for wildlife and/or crop left standing for wildlife. This lease of agricultural land is situated on the Boatwright Wildlife Management Area, located within the Swan Unit in Ballard County, Kentucky.

Tract 2 (Stallings, Perkins, Blenderman, Stevens)- approximately **150 harvestable acres + 15 acres (Food Plot)** for wildlife and/or Crop left standing for wildlife. This lease of agricultural land is situated on the Boatwright Wildlife Management Area, located within the Stallings, Perkins, Blenderman, and Stevens unit in Ballard County, Kentucky.

Purpose of Leasing: The properties will be leased primarily for agricultural purposes to ensure a permanent and continued supply of food for wildlife, providing 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.

Each field can be identified by the tract name and field number, which corresponds to the listing in the bid forms. The supervising biologist assigns the tract numbers. The bid forms show the annual acres of soybeans and yellow corn, or an alternative crop, for each field. Bidders will be bidding cash per acre on 2 separate tracts/bid forms for

TRACT	Name	Harvestable Ac	Units/Fields
1	**Swan**	**825.6**	"See Crop Summary" **985.6 Acres Total**
2	**Stallings, Perkins, Blenderman, Stevens**	**150**	Stallings 18 Perkins17,26 Blenderman 19 Stevens 20,25 **283 Acres Total**

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The Swan tract consists of 20 fields labeled on field summary maps and crop summary sheet below as shown on Exhibit A.

Tract 2 consists of six units labeled Stallings (Field # 18), Perkins (Field #17,26), Blenderman (Field# 19), Stevens (Field #20,25)

Wildlife designated sections and acreages will be determined by the Supervising Biologist. Bidders are encouraged and expected to meet with the supervising biologist to discuss the location of the designated wildlife sections. In the event the wildlife acreage is deemed a failure, KDFWR retains the right to claim the next available adjacent acreage for wildlife management. This acreage will not be removed from the rental payment under these circumstances. Financial loss accrued due to natural losses can be handled through the lessee's insurance provider(s).

The land is to be utilized to produce small grains, by the **NO-TILL/MINIMAL TILL METHOD ONLY, unless prior approval is granted from the** supervising biologist. Tenants shall not disturb, mow, spray, or otherwise alter these fields or borders without approval of the Supervising Biologist. See the Land Use Conditions and Contract Annex for further information.

Each field can be identified by the tract name and field number, which corresponds to the listing on the bid form. The Supervising Biologist assigns the tract and field numbers. Bids should indicate the annual **cash bid** per acre that the bidder is willing to pay for each acre. Bidders will cash bid on two (2) separate Tracts.

Persons interested in responding to this Invitation to Bid must submit the enclosed form of sealed bid (page ___ herein). **All bids should be submitted on or before Wednesday, November 18, 2026, at 3:00 p.m. ET**. This Invitation to Bid and the Bidder's response, when accepted by KDFWR, will govern any license agreement issued as a result of this Invitation to Bid. The license agreement shall be effective as of the date the Secretary of the Finance and Administration Cabinet executes it.

Section I

Performance

PROPERTY TO BE LEASED:

Tract 1 Swan

The land to be leased is operated by the Kentucky Department of Fish and Wildlife Resources (KDFWR) and is utilized to implement, operate, and manage a fish and wildlife program following an approved wildlife management plan.

The land to be bid consists of approximately **985.6 acres in 1 Main Tract** (consisting of 20 fields), located 2 miles west of Barlow, Kentucky, off Sallie Crice Road and the Halloway Landing Rd. The land is to be used to produce annual grains, such as soybeans and corn/milo.

The Lessee will be required to plant up to **825.6** acres of crop (soybeans) or an alternate crop (Corn, Milo, ETC.) as requested by the Lessee and approved by the supervising biologist, in the amount indicated (please see attached bid form for a breakdown of acres by field). Additionally, 160 acres will be planted by the winning bidder or the agency staff on behalf of the tenant (Under special circumstances when the tenant may not have the ability to meet the requirement) to yellow corn or an alternate crop as specified by the Supervising Biologist at the lessee's expense.

Yellow corn is the preferred crop on the 160 acres; however, Ohio River conditions may necessitate the planting of other crops on an annual basis. These 160 acres of corn or an alternate crop to be left standing will become the property of the Department of Fish and Wildlife Resources. The Supervising Biologist specifies the acres of wildlife, crop, and field borders.

With approval from the supervising biologist, any crop left standing after March 15 may be harvested by the tenant or an alternate designated by the agency in preparation for planting the following year's crop. Any such harvest shall be conducted on a 50/50 share basis, with 50% of the harvested crop allocated to the tenant and 50% allocated to the Kentucky Department of Fish and Wildlife Resources (KDFWR). The tenant shall pay KDFWR the market value of its 50% share by check made payable to the Kentucky Department of Fish and Wildlife Resources.

The combined total of all lands (825.6 + 160) is 985.6 acres. Please see the attached bid form for a breakdown by tract of all acres.

Bids should indicate the annual per acre rental that the Bidder is willing to pay for the entire row crop acreage each year for row crop acreage.

Rental payments will be based on the amount of acreage planted *(any field practice, such as Spraying, disking, mowing, etc., constitutes planting)* in that cropping year.

The Bidder(s) is not expected to pay rental on acreage that is left fallow or planted in food plots as designated by KDFWR during each cropping year.

The bidder will be required to plant the crop specified on the field schedule sheet for that year. No other crop will be permitted, and the field will remain fallow for that year.

REQUIREMENTS:

The Lessee will be required to plant 160 acres of yellow corn (preferred) or an alternate crop as specified by the supervising biologist, in the amount indicated (please see attached bid form for a breakdown of acres by tract).

The corn shall be planted as early in April as weather allows and must be planted prior to June 15th each year unless approval from the supervising biologist due to extenuating circumstances.
The yellow corn should produce a mid-range yield of 60-100 bushels per acre. The tenant must use acceptable seasonal weed and grass control in the yellow corn and/or alternate crop if required. Alternate crops may include, but are not limited to, hybrid sunflowers, millet, buckwheat, milo, soybeans, and/or wheat, at the discretion of the area manager. Alternative crops shall be fertilized according to the results of the soil test. Wheat shall be planted at the rate of 2 bushels per acre, and a seedbed prepared and planted no later than September 15. Wheat can be spread or drilled. The wheat seed can be bin run with a germination test of 85 to 90%. The corn shall be planted at a population of 30,000 to 32,000 plants per acre in 30-inch to 32-inch rows, using a hybrid variety compatible with local soils, and fertilized to achieve a mid-range yield of 80 to 100 bushels per acre. Alternate crop seeds shall be new seed. Maps will be provided by the area manager for planting food plots. Maps will be followed for all planting unless weather conditions prohibit; changes will be made at the area manager's discretion.

Additional requirements, such as (Disking, Mowing, debris removal, etc.) after harvest of certain crops, may be required to address crop residue after floods known as drift. It will be the responsibility of the

lessee to remove any drift from fields, levees, roads, ditches, etc. that impedes the farming practices outlined. Coordination with the supervising biologist is necessary to adhere to practices that align with the area's management plan.

Tract 2 Stallings, Perkins, Blenderman Stevens

The land to be leased, FSA Farm Numbers 2561, is owned and operated by the Kentucky Department of Fish and Wildlife Resources (KDFWR), and is utilized to implement, operate, and manage a fish and wildlife program following an approved wildlife management plan.

The land to be bid consists of approximately **283 acres in 1 Main Tract** (consisting of 6 fields/units), located 2 miles west of Barlow, Kentucky, off Halloway Landing Rd & Sallie Crice Road via Mound City Landing Road. The land is to be utilized for producing annual grains, such as soybeans and corn/milo.

The Lessee will be required to plant up to 150 acres of crop (soybeans) or an alternate crop (Corn, Milo, ETC.) as requested by the Lessee and approved by the supervising biologist, in the amount indicated (please see attached bid form for a breakdown of acres by field). Additionally, 15 acres will be planted by the winning bidder or the agency staff on behalf of the tenant (Under special circumstances, when agreed upon with the supervising biologist, when the tenant may not have the ability to meet the requirement) to yellow corn or an alternate crop as specified by the Supervising Biologist at the lessee's expense.

Yellow corn is the preferred crop on the 15 acres; however, Ohio River conditions may necessitate the planting of other crops on an annual basis. These 15 acres of corn or an alternate crop to be left standing will become the property of the Department of Fish and Wildlife Resources. The Supervising Biologist specifies the acres of wildlife, crop, and field borders.

With approval from the supervising biologist, any crop left standing after March 15 may be harvested by the tenant or an alternate designated by the agency in preparation for planting the following year's crop. Any such harvest shall be conducted on a 50/50 share basis, with 50% of the harvested crop allocated to the tenant and 50% allocated to the Kentucky Department of Fish and Wildlife Resources (KDFWR). The tenant shall pay KDFWR the market value of its 50% share by check made payable to the Kentucky Department of Fish and Wildlife Resources.

The combined total of all lands (150 acres + 15 acres) is 165 acres. Please see the attached bid form for a breakdown by tract of all acres.

Bids should indicate the annual per acre rental that the Bidder is willing to pay for the entire row crop acreage each year for row crop acreage.

Rental payments will be based on the amount of acreage planted *(any field practice, such as Spraying, disking, mowing, etc., constitutes planting)* in that cropping year.

The Bidder(s) is not expected to pay rental on acreage that is left fallow or planted in food plots as designated by KDFWR during each cropping year.

The bidder will be required to plant the crop specified on the field schedule sheet for that year. No other crop will be permitted, and the field will remain fallow for that year.

REQUIREMENTS:

The Lessee will be required to plant 15 acres of yellow corn (preferred) or an alternate crop as specified by the supervising biologist, in the amount indicated (please see attached bid form for a breakdown of acres by tract).

The corn shall be planted as early in April as weather allows and must be planted prior to June 15th each year unless approval from the supervising biologist due to extenuating circumstances.

The yellow corn should produce a mid-range yield of 60-100 bushels per acre. The tenant must use acceptable seasonal weed and grass control in the yellow corn and/or alternate crop if required. Alternate crops may include, but are not limited to, hybrid sunflowers, millet, buckwheat, milo, soybeans, and/or wheat, at the discretion of the area manager. Alternative crops shall be fertilized according to the results of the soil test. Wheat shall be planted at the rate of 2 bushels per acre, and a seedbed prepared and planted no later than September 15. Wheat can be spread or drilled. The wheat seed can be bin run with a germination test of 85 to 90%. The corn shall be planted at a population of 30,000 to 32,000 plants per acre in 30-inch to 32-inch rows, using a hybrid variety compatible with local soils, and fertilized to achieve a mid-range yield of 80 to 100 bushels per acre. Alternate crop seeds shall be new seed. Maps will be provided by the area manager for planting food plots. Maps will be followed for all planting unless weather conditions prohibit; changes will be made at the area manager's discretion.

Additional requirements, such as (Disking, Mowing, debris removal, etc.) after harvest of certain crops, may be required to address crop residue after floods known as drift. It will be the responsibility of the lessee to remove any drift from fields, levees, roads, ditches, etc. that impedes the farming practices outlined. Coordination with the supervising biologist is necessary to adhere to practices that align with the area's management plan.

NON-PLANTED ACRES:

In the event that the successful bidder(s) cannot/do 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 methods and chemicals will be at the discretion of the area manager. They 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).

ACCESS:

Due to water level fluctuations of the Ohio River and limited access roads, the Department cannot guarantee access to all leased fields. It shall be the responsibility of the bidders to determine the conditions of access to the fields for which they bid.

Goods & Services

Tract 1
Swan

ROAD MAINTENANCE:

As part of the road maintenance due to farming activities, the successful bidder(s) will be required to provide up to $60,000 worth of white rocks. The cost will be deducted from the Tenant's final contract payment each year. Receipts and weight tickets will be required for all rock. The managing KDFWR staff will specify the rock size and delivery location.

GREEN BROWSE & FOOD PLOT SEED:

As part of the wildlife management efforts, the successful bidder(s) will be required to provide up to $15,000 of green browse and/or food plot seed and supplies. The cost associated will be subtracted from the successful bidder's final contract payment. The winter wheat may be bin run or cleaned seed wheat. Receipts and weight tickets will be provided for winter wheat.

CHEMICAL/FERTILIZER AND APPLICATION:

As part of our food plot program, the successful bidder(s) will be required to provide up to $20,000 worth of chemical and fertilizer, as well as application services. The cost will be deducted from the tenant's final contract payment at the end of the year. The chemical/fertilizer and areas chemically treated and fertilized will be at the discretion of the area manager. Receipts will be required for all chemical, fertilizer, and application costs.

HEAVY EQUIPMENT SERVICES:

As part of area maintenance, the successful bidder(s) will be required to provide up to $15,000 worth of heavy equipment services. The cost will be deducted from the tenant's final contract payment at the end of the year. Heavy equipment services will be at the discretion of the area manager.

OTHER GOODS & SERVICES

An additional $20,000, plus any combination of goods or services listed, may be reallocated by the supervising biologist to meet the property's management goals. Each good or service listed above represents an example of an annual allotment for the contract. However, any amount not utilized will be payable with the annual rent on December 1st annually.

Tract 2
Stallings, Perkins, Blenderman Stevens

ROAD MAINTENANCE:

As part of the road maintenance due to farming activities, the successful bidder(s) will be required to provide up to $5,000 worth of white rocks. The cost will be deducted from the Tenant's final contract payment each year. Receipts and weight tickets will be required for all rock. The managing KDFWR staff will specify the rock size and delivery location.

GREEN BROWSE & FOOD PLOT SEED:

As part of the wildlife management efforts, the successful bidder(s) will be required to provide up to $3,000 of green browse and/or food plot seed and supplies. The cost associated will be subtracted from the successful bidder's final contract payment. The winter wheat may be bin run or cleaned seed wheat. Receipts and weight tickets will be provided for winter wheat.

CHEMICAL/FERTILIZER AND APPLICATION:

As part of our food plot program, the successful bidder(s) will be required to provide up to $2,500 worth of chemical and fertilizer, as well as application services. The cost will be deducted from the tenant's final contract payment at the end of the year. The chemical/fertilizer and areas chemically treated and fertilized will be at the discretion of the area manager. Receipts will be required for all chemical, fertilizer, and application costs.

HEAVY EQUIPMENT SERVICES:

As part of area maintenance, the successful bidder(s) will be required to provide up to $2,500 worth of heavy equipment services. The cost will be deducted from the tenant's final contract payment at the end of the year. Heavy equipment services will be at the discretion of the area manager.

OTHER GOODS & SERVICES

An additional $6,500, plus any combination of goods or services listed, may be reallocated by the supervising biologist to meet the property's management goals. Each good or service listed above represents an example of an annual allotment for the contract. However, any amount not utilized will be payable with the annual rent on December 1st annually.

Row Crop:

ACREAGE CALCULATIONS

At the end of each cropping year, KDFWR staff will use GPS equipment to confirm the amount of acreage planted in each field during that year. In the event of crop failure because of natural events (flooding, hail, etc.), the Bidder(s) will still be expected to pay rent. Financial losses accrued because of crop losses due to natural events should be handled through the Bidder's insurance provider(s).

ADDITIONAL STANDING CROP FOR WILDLIFE

The cash rental is in addition to Tract 1- one hundred sixty (160) acres/Tract 2- (Fifteen 15 Acres) of crop in the field for wildlife. The percentages of crops left in the field for each tract are listed in the bid forms and depend on the wildlife management plan of the WMA (see bid forms for details). The share of the crop left in the field shall become the property of KDFWR and may not be altered until after March 15th, provided approval is obtained from the supervising biologist.

> ***With approval from the supervising biologist, the crop left standing may be harvested by the tenant or his designee after March 15th in preparation for planting the next year's crop. Income (Cash or In-Kind Goods and Services) derived should be based on the "Halves" system, whereas the crop harvested is split equally.***

Additionally, prior to harvest, in each cropping year, the Bidder(s) shall contact KDFWR personnel to determine the location where crops are to be left standing in each field. The pattern in which crops are left standing is important for the overall management plan on the WMA and is often the primary reason for having row-crop production in the field.

> ***Therefore, failure to contact KDFWR personnel prior to harvest concerning where crops are to be left standing will result in a penalty of $750, payable at the end of the cropping season when cash rental payments are due.***

WITHDRAWN, RETIRED, AND/OR NON-CROP AREAS

Several fields and portions of fields on the property have been retired as part of habitat management programs. Additionally, during certain cropping years, portions of a field(s) may be left out of row-crop production to improve wildlife habitat or provide public hunting opportunities on the WMA. Bidder(s) will be notified of these areas prior to each cropping year by the Supervising Biologist. Bidder shall not disturb, mow, crop, apply herbicides to, or otherwise alter any non-crop areas without approval by the Supervising Biologist.

Damage to non-crop areas as a result of farming activities conducted by the Bidder(s) will result in a financial penalty at the end of each cropping year. The penalty for damage to a non-crop area will be $350 per acre and will be paid at the end of the cropping year, at the same time annual cash rental payments are due or payable with goods and services throughout the contract.

The acreage of non-crop damage will be calculated by KDFWR staff under the direction of the Supervising Biologist using GPS equipment, and descriptions of the damage will be thoroughly documented in writing. KDFWR recognizes that accidents and minor mistakes do occur; therefore, the penalty for damage to non-crop areas applies only when blatant negligence is determined by the Supervising Biologist.

The bidder will be responsible for repairing, replacing, and installing any structures (Pits, Blinds, well discharges, water control structures, gates, roads, etc.) that may be damaged during cropping activities by the bidder or any contractor the bidder uses for cropping activities. All damages should be reported immediately to the supervising biologist, and repairs should be made at the earliest convenience.

In fields where corn is to be planted, the Bidder(s) are not permitted to "patch in beans." In areas of the field where it was too wet to plant corn that year, the Bidder(s) may plant soybeans at a later date, whenever drier conditions prevail. The same applies to areas that are too wet to plant soybeans during

the initial planting date of the field. Those areas of the field that were not planted initially will be allowed to grow up in natural vegetation during the cropping year and shall not be disturbed by the Bidder(s).

All crops must be harvested on or before November 1st each contract year

If conditions are not suitable for harvest due to weather, flooding, etc exceptions may be made in advance with approval from the supervising biologist.

The Department of Fish and Wildlife reserves the right to withdraw acreage from the annual leases at its discretion for the purposes of soil and water conservation and/or wildlife habitat management practices at any time during the contract period.

It will be the responsibility of each Bidder to examine the areas upon which cropping will take place and make their own determination for the logistics of cropping. KDFWR must approve all ingress and egress routes to the fields prior to the commencement of cropping activities.

ANNUAL REPORTS

The successful Bidder(s) will provide an annual report (forms to be provided) of the following.

The Lessee will provide a typed report of the following when making the final payment:

a. **Acreage planted and reported to the FSA office.**
b. **Fertilizer and/or lime applied per acre by field number.**
c. **Herbicide brand and application per acre by field number.**
d. **Harvest removed by field numbers (in total bushels).**
e. **Type of seed planted and seed spacing.**
f. **If an insurance claim is made, a copy of it must be given.**
g. **If corn cannot be planted, then the lessee must purchase and plant the annual grain specified at the manager's discretion.**
h. **Any and all receipts/cancelled checks that will be deducted from the successful bidder's final payment. These paid invoices and receipts shall be submitted no more than 30 days from the date of service to be deducted from the contract.**

Section II
Terms and Conditions for Both Hay and Row Crop

The successful Bidder(s) shall be responsible for maintaining their entire leased premises in a clean and sanitary condition throughout their lease term. The successful Bidder 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, subject to ordinary wear and tear and acts of God, which are expected.

The successful 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. **Soil tests are required in the second and fourth years of the contract**; all test results and field locations shall be kept on file at the appropriate local office location for each property involved.

The successful Bidder(s) shall comply with soil test recommendations for lime and fertilizer. The successful Bidder(s) must apply no less than half of the recommended rate of lime or 2 tons/acre, whichever is lesser. Fertilizers must be applied at a rate of at least 85% of the soil test recommendations.

Spring field preparations shall not begin prior to March 15 without prior approval of the Supervising Biologist. Minimum conventional tillage and no-till is encouraged.

No fall tillage should take place except for the establishment of cover crops and erosion control. Tillage for fall cover crops should be performed no later than November 15th without approval of the Supervising Biologist.

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

There will be no use of insecticides upon KDFWR-owned or managed lands.

BIDS/BID PACKAGE ADDENDA

BIDS

Tract 1

Bidders will be required to submit a cash bid for 985.6 acres of land for annual grain production, such as soybeans. An additional 160 acres of yellow corn (preferred) or alternate crop (see "Requirements" below) shall be planted annually by the successful bidder, on sites indicated by the Supervising Biologist. The combined total of all lands is 985.6 acres. Please see the attached bid form for a breakdown by tract of all acres. Bidders should submit their bids on the provided bid forms, which must be filled out, signed, and submitted in the bid envelope provided, along with the required deposit(s) (see the example page). Bidders should indicate the amount they will pay as cash per acre for the actual planted acreage to be cropped. Each bidder will submit one cash bid**.**

Tract 2

Bidders will be required to submit a cash bid for 150 acres of land for annual grain production, such as soybeans. An additional 15 acres of yellow corn (preferred) or alternate crop (see "Requirements" below) shall be planted annually by the successful bidder, on sites indicated by the Supervising Biologist. The combined total of all lands is 283 acres. Please see the attached bid form for a breakdown by tract of all acres. Bidders should submit their bids on the provided bid forms, which must be filled out, signed, and submitted in the bid envelope provided, along with the required deposit(s) (see the example page). Bidders should indicate the amount they will pay as cash per acre for the actual planted acreage to be cropped. Each bidder will submit one cash bid**.**

The Commonwealth of Kentucky reserves the right to reject any or all bids unconditionally.

For further information, contact John Zimmer, Regional Coordinator (270) 836-0128, Wes McFaddin, Supervising Wildlife Biologist, 270-224-2244, or Wendell Harris, Division of Real Properties, 403 Wapping St, 3rd FL, Frankfort, KY 40601, (502) 782-0360 or Wendell.harris@ky.gov.

In the absence of any written bids for any part of the WMA properties, the Department of Fish and Wildlife Resources' Supervising Biologist/Regional Coordinator reserves the right to negotiate any necessary contract with a cooperator of its choice to achieve its desired habitat management objectives.

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 a tract, the next highest Bidder will be contacted to assume the remaining term(s) of the lease, and/or the tract may be advertised for bid.

> *However, the Department reserves the right to withdraw field(s) or parts of any field(s) from agricultural leases in subsequent contract years for wildlife habitat management purposes.*

This bid package may be supplemented or amended at any time by appropriate addenda, which will be mailed to all known bid package holders and posted on the eProcurement website. Addenda may also be necessary after the receipt date and will be sent to all Bidders who have submitted a bid. It shall be the Bidder's responsibility to verify all addenda prior to submittal of response by viewing at https://vss.ky.gov/vssprod-ext/Advantage4

Section III
BIDDER RESPONSIBLE FOR BID SUBMITTAL

All bids submitted shall be deemed to have been made with the full knowledge of all the terms, conditions, provisions, specifications, and requirements contained in this bid package and any addenda thereto.

Each Bidder has the responsibility of delivering his/her bid by the time and at the place prescribed in this bid package. Bids received prior to the closing date for receipt of bids will remain unopened until the scheduled time for opening bids. Any bid received after the date and time specified in this bid package may be rejected and returned unopened to the Bidder.

The Commonwealth shall not have any liability to a Bidder due to the failure of such bid to be properly addressed or marked, or the premature opening of such a bid due to the improper address. Neither the bids nor their contents will be made available for public information or inspection until a determination of a Successful Bidder has been made and the award is final.

Bids may be withdrawn by a written request received from the Bidder prior to the time fixed for opening. Otherwise, bids may not be withdrawn for a period of one hundred and twenty (120) calendar days after the closing date for receipt of bids. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw his bid after it has been opened.

Bidders are cautioned that the Restriction on Communications applies to any Commonwealth employee except as listed below.

Section IV

INQUIRIES – RESTRICTION ON COMMUNICATION

The Commonwealth Buyer named below shall be the **sole point of contact** throughout the procurement process (with the exception of scheduling a site visit, should the Bidder so choose to schedule a site visit). All communications, oral and written (regular, express, or electronic mail, or fax), concerning this procurement shall be addressed to:

Wendell Harris
502-782-0360
E-mail: wendell.harris@ky.gov

From the issue date of this bid package until a Bidder is selected and the selection is announced, Bidders are not allowed to communicate with any Commonwealth Staff concerning this bid package except:

- The Commonwealth Buyer (Wendell Harris) is cited in this bid package.
- Commonwealth representatives during a scheduled Bidders' Conference; or
- Via written questions submitted to the Commonwealth Buyer (Nancy Brownlee)

For violation of this provision, the Commonwealth reserves the right to reject that Bidder's bid response.

All inquiries must be submitted no later than ten (10) days prior to the bid deadline to allow sufficient time for written responses to be routed.

Section V

NO PRIOR COMMITMENT OR OBLIGATION OF THE COMMONWEALTH

The issuance of this bid package in no way constitutes an expressed or implied commitment by the Commonwealth to award a License to or to pay for the costs incurred in the preparation of a response to this bid package.

The Commonwealth unconditionally reserves the right to withdraw or cancel this bid package and to reject any and all offers at any time and for any reason without recourse against the Commonwealth. This bid package confers no rights upon the Bidder nor obligates the Commonwealth in any manner.

No License resulting from this bid package can be deemed valid and/or binding until properly approved and executed by the Secretary of the Finance and Administration Cabinet.

The Commonwealth may waive minor irregularities or technicalities; however, such waiver shall in no way operate to modify the bid package requirements or provisions if the Bidder is awarded the License.

Section VI
ISSUING OFFICE

This bid package is being issued by the Division of Real Properties, Finance and Administration Cabinet, on behalf of the Department of Fish and Wildlife. The only authority empowered to sign or obligate the Commonwealth is the Secretary, Finance and Administration Cabinet. Receipt of bid materials by the Commonwealth or submission of a bid to the Commonwealth confers no rights upon the Bidder nor obligates the Commonwealth in any manner.

No License resulting from this bid package can be deemed valid and/or binding until properly approved and executed by the Secretary of the Finance and Administration Cabinet

Section VII
Alterations/Renovations of the Premises

1. The parties hereto agree that the premises are to be utilized in their "as is" condition. The Commonwealth makes no guaranty or warranty, either expressed or implied, with respect to the property upon which the hay is harvested or access thereto.

2. The Successful Bidder shall obtain all occupancy permits required by state law, if applicable.

3. The Successful Bidder may not remove the structures, improvements, and equipment erected or placed upon the premises without the prior written approval of the Department of Fish and Wildlife Resources. Upon approval from the Department of Fish and Wildlife to remove any structures, improvements, or equipment placed upon the premises, the Successful Bidder must repair any damage to the premises resulting from the removal of the structures, improvements, or equipment.

Section VIII
Protection of Work, Property, Employees, and Public

1. The Successful Bidder shall continuously maintain adequate protection of all its work from damages and shall protect the Successful Bidder's and the Commonwealth's property from injury or loss arising in connection with the resulting agreement. The Successful Bidder shall make good any such damage, injury, or loss.

2. The Successful Bidder shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of the Kentucky workers compensation laws and all federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The Successful Bidder shall designate a responsible member of its organization for the work as the safety officer, whose duty shall be to enforce safety regulations. The name and position of the person so designated shall be reported to the Department of Fish and Wildlife.

Section IX
DEPOSIT

Bidders should submit their bids on the enclosed Bid Forms, and these should be filled out, signed, and submitted in the enclosed bid envelope, with 1 (one) deposit check of $100.

A 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 in the event of unsuccessful bids. The agency will retain the deposits made with the successful bids and later apply them to the lease payment.

Section X
LICENSE PERIOD

Upon acceptance of the bid, the successful Bidder(s) will be required to enter into a lease contract with the Department of Fish and Wildlife Resources for a term of one year, which may be renewed for up to four (4) successive yearly renewals for a total of five (5) years. Renewals will take place between **February 1-15** of each year. The lease will be for a crop year (March 15-November 1st) unless special circumstances warrant otherwise.

All crops must be removed on or before November 1st each contract year.

The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as necessary to meet the requirements for the extended period. The Bidder shall be advised of any proposed revisions before the renewal period. In the event that proposed revisions cannot be agreed upon, either party shall have the right to withdraw from exercising the option or continuing the license for an extended period.

The Bidder's use of the premises is subject to, and the Bidder shall comply with, all applicable state and federal statutes and regulations.

The Commonwealth makes no guaranty or warranty, either expressed or implied, with respect to the property upon which the hay is situated.

The Bidder is expected to have examined the property and to submit with their bid his/her own formed conclusions as to the suitability of the property for the stated purposes.

Section XI
REVENUE PAYABLE TO THE COMMONWEALTH

The successful Bidder will enter into a lease agreement with the Department of Fish and Wildlife Resources on an annual basis, renewable for four (4) additional years for a total of five (5) years.
For row crop, a payment of 10% as a spring deposit and a security bond for the balance of the estimated 90%. The lease agreement will provide for an adjusted final payment of the balance due on **December 1st** of each contract year.

The final payment will be calculated based on a price bid per acre of crop planted. Acreage planted for each field must be reported by the Bidder each year and will be verified by KDFWR staff using GPS equipment. *A security bond in the amount of the estimated total crop year payment will be provided by the Bidder upon acceptance of each year's annual crop contract

A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF THE BALANCE IS NOT RECEIVED BY THE DECEMBER 1ST DEADLINE.

Section XII

CANCELLATION OF LICENSE

The Commonwealth reserves the right to cancel the license for convenience when requirements under the license no longer exist, or changes in general conditions render the license no longer responsive to the needs of the Commonwealth. A written notice will be given to the Successful Bidder at least thirty (30) days prior to such proposed termination date. Upon the termination date specified in the written notice, all privileges of the Successful Bidder shall cease, and the Successful Bidder shall no longer be permitted to use Fish and Wildlife's premises and shall remove any personal property of the Successful Bidder from the premises by the cancellation date.

Upon cancellation of the resulting license, the Successful Bidder shall restore the premises and structures used in Successful Bidder's operation in as good a condition as of the date the parties entered into the license. Reasonable wear and tear and damage by the elements are expected.

Section XIII

HOLD HARMLESS

LIABILITY

The Successful Bidder shall indemnify and hold harmless the Commonwealth, the U.S. Army Corps of Engineers, any of its agents, employees, or representatives, from any and all claims, demands, damages, actions, costs, including attorney fees, and charges which the Commonwealth and the Corps or the Successful Bidder may have to pay by reason of injury to any person or property or loss of life or property resulting from or in any way connected with the character, condition or use of the licensed premises or any means of ingress thereto, or egress therefrom, or resulting from the Successful Bidder's operations on the licensed premises, unless such injury or loss arises directly from the negligence of the Commonwealth and the Corps, any of their departments or agencies, or officers or employees while acting within the scope of their employment.

The Successful Bidder shall, at its own expense, assume the defense of such claims and actions for damages arising out of such injuries or losses which may be brought against the Commonwealth or the Corps by third persons; and shall pay such judgments that may be rendered in such actions, unless such claims or actions for damages and/or judgments arise 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.

Section XIV
INSURANCE

LIABILITY INSURANCE.

The Successful Bidder will be required to obtain, from a reputable insurance company authorized to do business in the Commonwealth, and carry liability of indemnity insurance providing as a minimum:

COMMERCIAL GENERAL LIABILITY, via the Occurrence Form, with a $1,000,000 Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, $2,000,000 aggregate including:

1. Premises – Operations Coverage
2. Products and Completed Operations
3. Contractual Liability
4. Broad Form Property Damage
5. Independent Contractors Protective Liability
6. Personal Injury

Said insurance shall name the Commonwealth as an additional insured and shall also provide that said policy shall not be subject to cancellation, termination or change without at least thirty (30) days prior written notice to the Commonwealth. The Successful Bidder must furnish a copy of its insurance policy to the Department of Fish and Wildlife prior to commencement of operations.

After award of the license, the minimum liability amounts of required coverage established under this Section shall be subject to modification by the Commonwealth upon sixty (60) days written notice to the Successful Bidder.

CASUALTY INSURANCE

During the term of the license agreement, and any extension thereof, the Successful Bidder shall maintain, at the successful Bidder's sole expense, fire and extended coverage insurance, including theft and vandalism, covering the proposed development in an amount equal to its full replacement cost value. The successful Bidder shall also carry and maintain during the term of the license, at successful Bidder's sole cost and expense, fire and extended coverage insuring all contents and inventories in the premises to the extent of their full insurable value. Certificates of such policies shall be delivered to the Commonwealth within ten (10) days of the beginning of operations at the facilities, and thereafter within thirty (30) days prior to the expiration of the term of each policy, together with evidence of payment thereof by the Successful Bidder. Renewal or additional policies shall be obtained and maintained by the Successful Bidder in like manner and to like extent. All policies of insurance must contain a provision that the company writing the policy will give the Commonwealth thirty (30) days advance written notice of any cancellation or lapse of the effective date or any reduction in the amounts of insurance.

Section XV

RECORDS INSPECTION

The Successful Bidder, as defined in KRS 45A.030 (10) agrees that the Department of Fish and Wildlife, 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 this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Successful Bidder also recognizes that any books, documents, papers, records, or other evidence received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the Successful Bidder and the Department of Fish and Wildlife, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment below)

Section XVI

TERMINATION FOR DEFAULT/CANCELLATION CLAUSE

If at any time during the period in which the resulting License Agreement is in effect, the Successful Bidder defaults on any obligation incurred hereunder, then the Agreement shall be subject to termination by the Commonwealth with no right of recourse remaining in the Successful Bidder. All rights and benefits herein conferred shall be deemed forfeited, and the Successful Bidder covenants that it shall quietly surrender possession of the licensed premises to the Commonwealth, provided however, that before any termination shall occur under this Paragraph, the Successful Bidder 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 period, then the License Agreement shall remain in full force and effect.

The procedure for termination of the License Agreement under this Paragraph shall be as follows:

- The Commonwealth shall deliver, by certified mail, to the Successful Bidder, a “Notice of Termination” which shall specify
    - (i) the reason(s) for termination of the License Agreement
    - (ii) the extent to which performance under this License Agreement is to be terminated
    - (iii) the date upon which termination shall become effective.

- The Successful Bidder shall stop performance under the License Agreement on the date indicated and to the extent specified in said “Notice of Termination”, unless the default or noncompliance is cured within the period stated in the notice.
- The rights and remedies of the Commonwealth provided in the above Paragraph 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 providing written notice to the other party, specifying the cancellation date, with such notice to be given at least thirty (30) days before the cancellation date. Time to be computed from the date of mailing notice. Upon said cancellation, the successful Bidder shall quit the premises and return them in as good an order as received, ordinary wear and tear and natural decay excepted. Any cancellation of this Agreement, however caused, shall be entirely without prejudice to the rights of the Commonwealth then accrued hereunder. The Department may cancel all or part of the cropping contract without reservation, in order to install its desired wildlife habitat projects on the property.

Section XVII
TAXES

The Successful Bidder shall pay all taxes which may be lawfully imposed by the Commonwealth and its political subdivisions and shall secure and pay for all permits and licenses which the Commonwealth or a political subdivision may require.

Section XVIII
REMOVAL OF PERSONAL PROPERTY UPON EXPIRATION, CANCELLATION, OR TERMINATION FOR DEFAULT

All of the Successful Bidder's equipment (excluding fixtures), supplies, and materials shall be removed from the licensed premises, at the Successful Bidder's sole expense, fifteen (15) days after cancellation, termination, or expiration date of the License Agreement. Failure to remove personal property from the Licensed Premises shall also be deemed a lack of compliance with "satisfactory" clean-up/restoration, shall be considered abandonment of the property, and the property shall become titled with the Commonwealth.

Section XIX
EMPLOYMENT PRACTICES

The Successful Bidder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The successful Bidder must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, status, political affiliation, or disability. Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Successful Bidder agrees to post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this clause.

Section XX
PERMITS AND LICENSES

The Successful Bidder, its contractors, and employees shall procure all necessary permits, licenses, and certificates required by state and local laws and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments.

Section XXI
RIGHT OF ENTRY

The Commonwealth, its agents, and employees, reserve the right to enter upon the WMA premises at reasonable times to inspect the premises, operation, and equipment, or for any purposes in connection with work necessary to the benefit of the Commonwealth.

Section XXII
ASSIGNMENT

The Successful Bidder shall not voluntarily, involuntarily, or by operation of law assign, sublet, or otherwise transfer the License Agreement or any interest created therein to any other person, association, partnership, corporation, or other entity without first obtaining in each and every instance the Commonwealth's prior written consent. Any attempt to assign, sublet, or otherwise transfer the License Agreement, or any interest created therein, without such consent shall be void. If an assignment, sublet, or transfer is made with the consent of the Commonwealth, then the Successful Bidder shall not be relieved from the performance of all terms, covenants, and conditions of the License Agreement. If the Commonwealth gives consent to any such assignment, subletting, or transfer once, such consent shall not operate as a waiver of the necessity for obtaining the Commonwealth's consent to any subsequent assignment, subletting, or transfer. No assignment will be effective or binding against the Commonwealth until such time as the assignee executes an amendment, signed by all parties, reflecting such assignment.

Section XXIII
INDEPENDENT CONTRACTOR STATUS

The Successful Bidder shall be an independent contractor and all persons employed by him/her in the exercise of the privileges granted therein shall be employees, agents, and servants of successful Bidder only and not the Commonwealth.

Section XXIV
MODIFICATIONS/CHANGES

No modification or change of any provision in this bid shall be made, or construed to have been made, except with the prior written agreement of both parties through an amendment to the License Agreement executed by all parties. Memoranda of Understanding and correspondence shall not be construed as amendments to the License.

If any provision of the license is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Successful Bidder shall be relieved of all obligations arising under such provision. If the remainder of the license is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section XXV
OFFER OF GRATUITIES

By submitting a bid, the Successful Bidder certifies that no member of or delegate of Congress, nor any elected or appointed official or employee of the Commonwealth of Kentucky, has or will benefit financially or materially from this procurement. The Commonwealth may terminate any license agreement arising from this procurement if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned officials or employees from the Successful Bidder, their agents, or employees.

Section XXVI
ENTIRE AGREEMENT

This bid package represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof and shall be independent of and have no effect upon any other agreement.

Section XXVII
FORCE MAJEURE

The Successful Bidder will not be liable to the Commonwealth if failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the Successful Bidder. Such causes may include, but are not restricted to, acts of God, fire, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control and without fault or negligence of the successful Bidder. The Successful Bidder will take all possible steps to recover from such occurrences.

Section XXVIII
COMMONWEALTH'S PROPERTY

The Successful Bidder shall be responsible for the proper care and custody of any Commonwealth property furnished for the Successful Bidder's use in connection with the performance of the resulting license agreement. This responsibility includes the repair and/or replacement due to loss, damage, or negligence, normal wear and tear expected.

Section XXIX
VENUE

The laws of the Commonwealth of Kentucky shall govern this bid and the resulting License Agreement. Any legal proceeding against the Commonwealth or the departments regarding this License Agreement or any resultant agreement shall be brought in the Commonwealth of Kentucky administrative or judicial forms. The venue will be in Franklin County, Commonwealth of Kentucky.

In the event that either party deems it necessary to take legal action to enforce any provision of this License Agreement, and in the event the Commonwealth prevails, the Successful Bidder agrees to pay all expenses of such action, including attorneys' fees and costs at all states of litigation, as set by the court or hearing officer.

Section XXX
ADDITIONAL TERMS/CONDITIONS

Additional items/services, terms and/or conditions that come within the scope of the license agreement and are found to be needed by the Commonwealth may be added to the license agreement.

Section XXXI
CONFLICT OF INTEREST

No official or employee of the Commonwealth, and no other public official of the Commonwealth of Kentucky or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, before the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the license or proposed license.

The Successful Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Successful Bidder further covenants that in the performance of the license, no person having any such known interests shall be employed. By entering into the license agreement, the Successful Bidder covenants that it is not in violation of KRS Chapter 11A (Executive Branch Code of Ethics).

Section XXXII
REGISTRATION WITH THE SECRETARY OF STATE BY A FOREIGN ENTITY

Under KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or bid opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. A foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.
Businesses can register with the Secretary of State at https://secure.kentucky.gov/sos/ftbr/welcome.aspx

Section XXXIII
CONSTRUCTION ON THE LICENSED PREMISES

The Successful Bidder shall not be authorized to construct, erect, or place any structure or other facility upon the premises, or to make any alteration to an existing structure or facility.

Section XXXIV
BID

A. EVALUATION OF BIDS

The Commonwealth will evaluate bids received in response to this solicitation. Items to be given specific attention during the evaluation process are as follows:

- Revenue payable to the Commonwealth

B. SUBMISSION OF BID

It will be the duty of each Bidder to see that his bid is delivered by the time and at the place prescribed in this RFP. Bids received prior to the closing of receipt of bids will be securely kept, unopened, until the time set for opening bids. The officer whose duty it is to open them shall decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid through inadvertence or one not properly addressed and marked. ONLY written bids, received prior to the time and date set for the bid opening will be considered responsive.

Neither the bids nor their contents shall be made available for public information or inspection until such time as an award of a license is made.

C. WITHDRAWAL OF BID

Bids may be withdrawn by a written request received from the Bidder prior to the time fixed for opening. Otherwise, bids may not be withdrawn for a period of one hundred and twenty (120) calendar days after the closing date for receipt of bids. Negligence on the part of the Bidder in preparing his bid confers no right to withdraw his bid after it has been opened.

D. BID SUBJECT TO THESE TERMS

INFORMATION REQUIRED IN EACH BID

1. Contact: Include the name, address, and phone number of the individual who is to be the principal contact with KDFWR.
2. Signature: The principal contact must include his/her signature on the bid proposal.
3. Bid: Completed, signed forms – page 22 herein.
4. Bid Deposit: $100.00 for each bid
5. Please write RFB# 11182026 on the outside envelope of submitted bid.

QUALIFICATIONS

After determining that a bid satisfies the requirements of this project, the Commissioner of KDFWR, or a designee, will evaluate the bid proposal based on the following subjective factors.

1. Bid Amount……..…….100%

KDFWR reserves the right to conduct discussions/meetings with any offeror to determine their qualifications for further consideration. Discussions shall not disclose any information derived from bid proposal submitted by other offerors.

After determining the best bid proposal received, KDFWR may negotiate a fair and reasonable compensation rate based on the pricing submitted in the offeror's bid proposal.

FORM OF (SEALED BID)

Bid Form

TO: Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Real Properties
Third Floor, Bush Building
403 Wapping Street
Frankfort, Kentucky 40601-2607

INVITATION NO: 11182026

BID OPENING: November 18, 2026

AT: 3 p.m. ET

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 for Swan Unit:***

$_____ PER ACRE FOR 985.6 +/- ACRES OF ROW CROP LAND PER YEAR FOR THE TERM OF THE RESULTING AGREEMENT

Bidders may bid either all of the hay acreage and row crop acreage, together, as one package, or all of the hay or all of the row crop acreage.

Printed Name: _____

Signed: _____

Address: _____

_____

Phone: _____

TO: Finance and Administration Cabinet
Department for Facilities and Support Services
Division of Real Properties
Third Floor, Bush Building
403 Wapping Street
Frankfort, Kentucky 40601-2607

INVITATION NO: 11182026

BID OPENING: November 18, 2026

AT: 3 p.m. ET

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 for SPBS Units:***

$_____ PER ACRE FOR 150 +/- ACRES OF ROW CROP LAND PER YEAR FOR THE TERM OF THE RESULTING AGREEMENT

Bidders may bid either all of the hay acreage and row crop acreage, together, as one package, or all of the hay or all of the row crop acreage.

Printed Name: _____

Signed: _____

Address: _____

_____

Phone: _____

Rev. 9-16-22 Rev. 9-16-22

Required Affidavit for Bidders, Offerors and Contractors

(KRS 45A.110 & 45A.115)

Affidavit Effective for One (1) Year from Date of Execution

Instructions: Pursuant to KRS 45A.110 and 45A.115, a bidder, offeror, or contractor ("Contractor") is required to submit a Required Affidavit for Bidders, Offerors, and Contractors to be awarded a contract, or for the renewal of a contract. An authorized representative of the contracting party must complete the attestation below, have the attestation notarized, and return the completed affidavit to the Commonwealth.

Attestation

As a duly authorized representative for the Contractor, I swear and affirm under penalty of perjury, that that the Contractor has not knowingly violated campaign finance laws of the Commonwealth of Kentucky and that the award of a contract will not violate any provision of the campaign finance laws of the Commonwealth. For purposes of this attestation, "Knowingly" means that the bidder or offeror is aware or should have been aware of the existence of a violation. The bidder or offer understands that the Commonwealth retains the right to request an updated affidavit at any time.

_____ _____

Signature Printed Name

_____ _____

Title Date

Bidder or Offeror Name: _____

Address: _____

_____

_____

Commonwealth of Kentucky Vendor Code (If known): _____

Subscribed and sworn to before me this _____ day of _____, _____.

State of: _____ Notary: _____

County of: _____ My Commission Expires: _____

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. 11182026 have been arrived at by the Bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other bidder of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition;

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 bid or bids;

4. That the Bidder is legally entitled to enter into contracts with KDFWR of Kentucky and is not in violation of any conflict of interest, statute, including the provisions of KRS 45A.330 to 45A.340, 45A.990, 45A.164.390 or KRS 11A.040 of the Executive Branch Code of Ethics; and,

5. That I have fully informed myself regarding the accuracy of the statements made above.

NOTICE

1. Any agreement or collusion among Bidders or prospective Bidders which restrains, tends to restrain or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.

2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars ($5,000), nor more than ten thousand dollars ($10,000), imprisonment for not less than one (1) year, nor more than five (5) years, or both such fine and imprisonment. Any firm, corporation or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars ($10,000), nor more than twenty thousand dollars ($20,000).

STATEMENT OF FINAL DETERMINATION OF VIOLATIONS

PURSUANT TO KRS 45A.485

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

KRS Violation	Date	State Agency

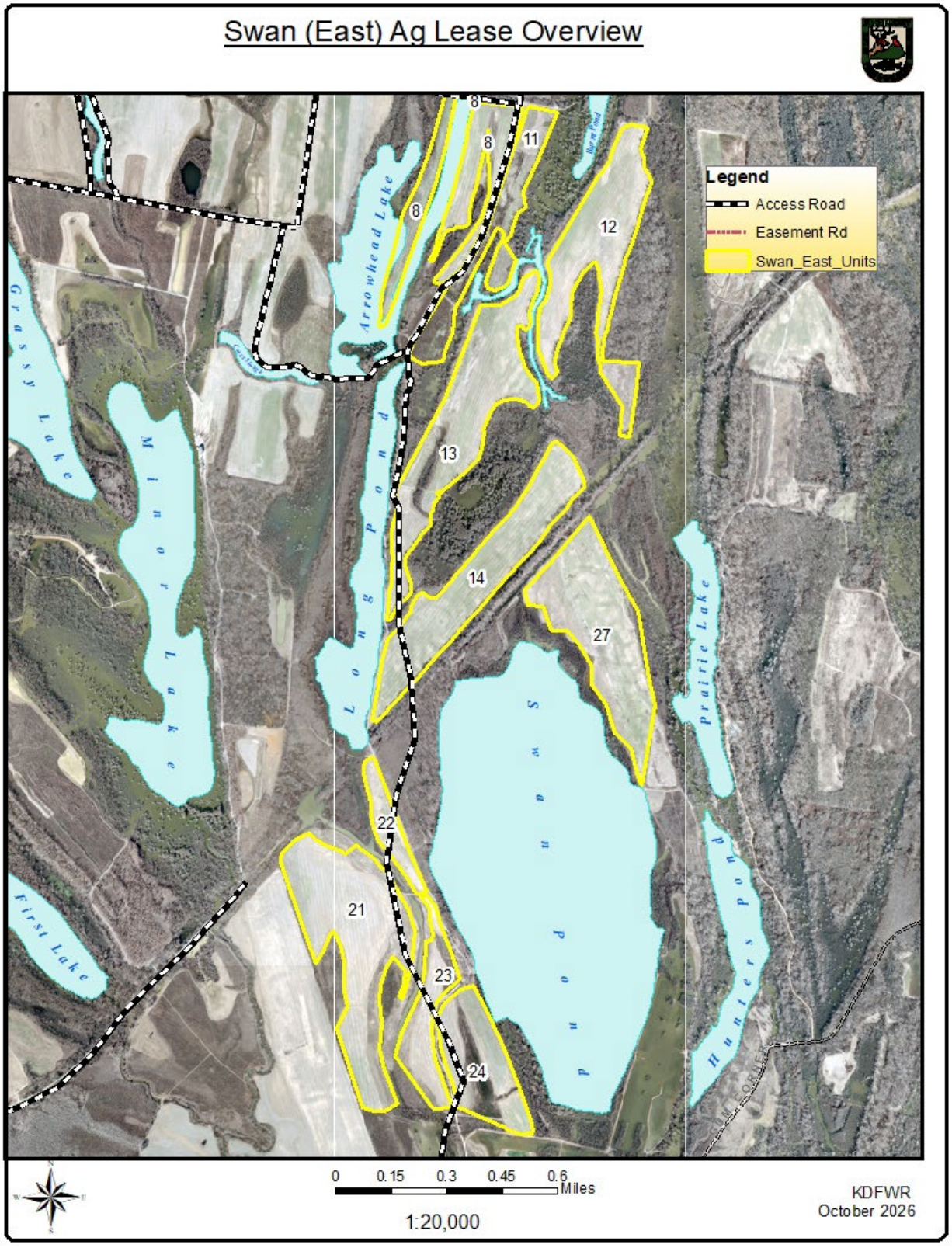
The Bidder is further notified that KRS 45A.485 requires that for the duration of this contract, the Bidder shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which apply to the Bidder's operations. KRS 45A.485 further provides that the Bidder's 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 DMA's cancellation of the contract, and the Bidder's disqualification from eligibility to bid or submit proposals to F&W for a period of two (2) years.

All bids submitted shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this RFP and enclosures thereto.

EXHIBIT A Tract 1

OVERVIEW

Swan Tract 1 EAST



Swan Tract 1 West

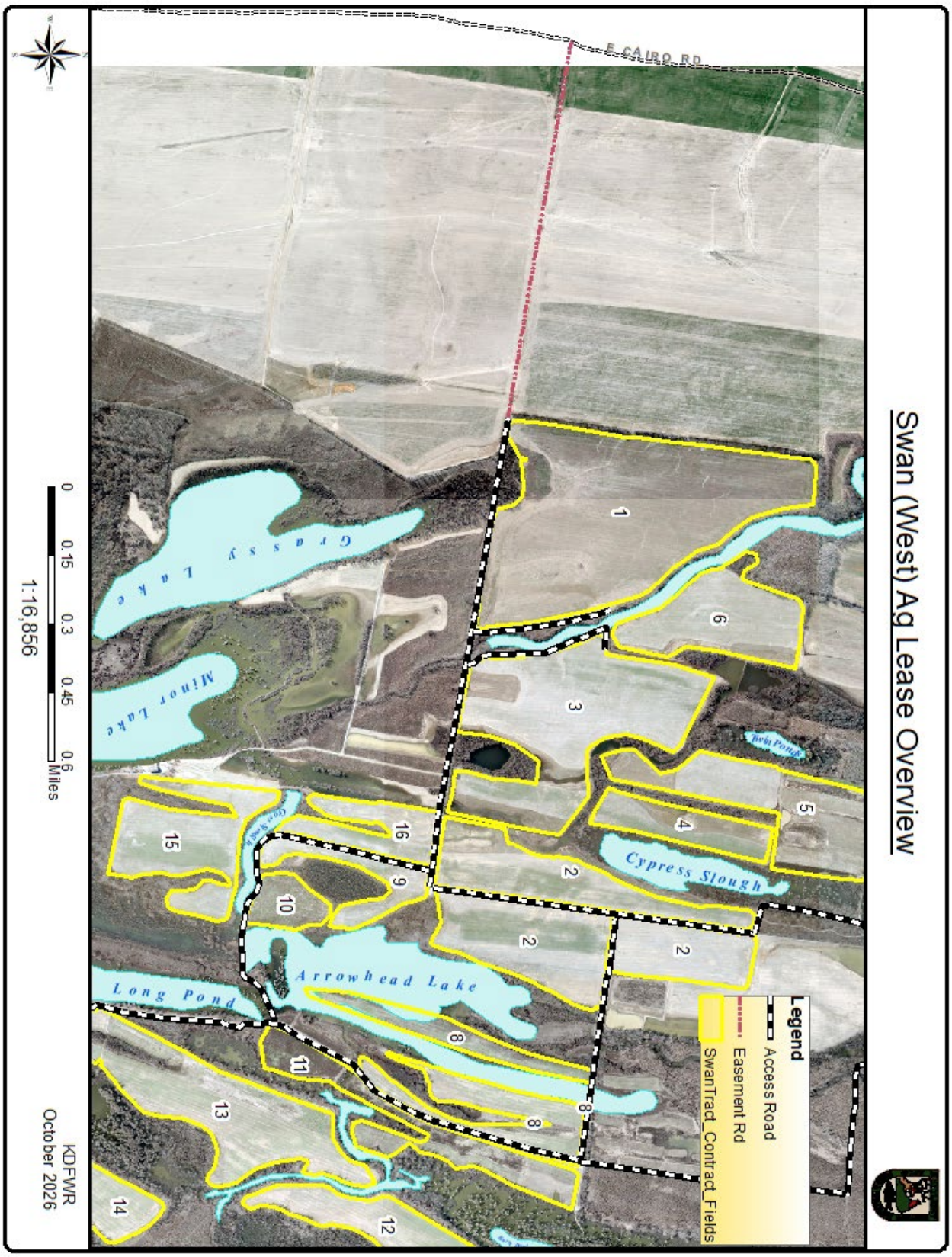
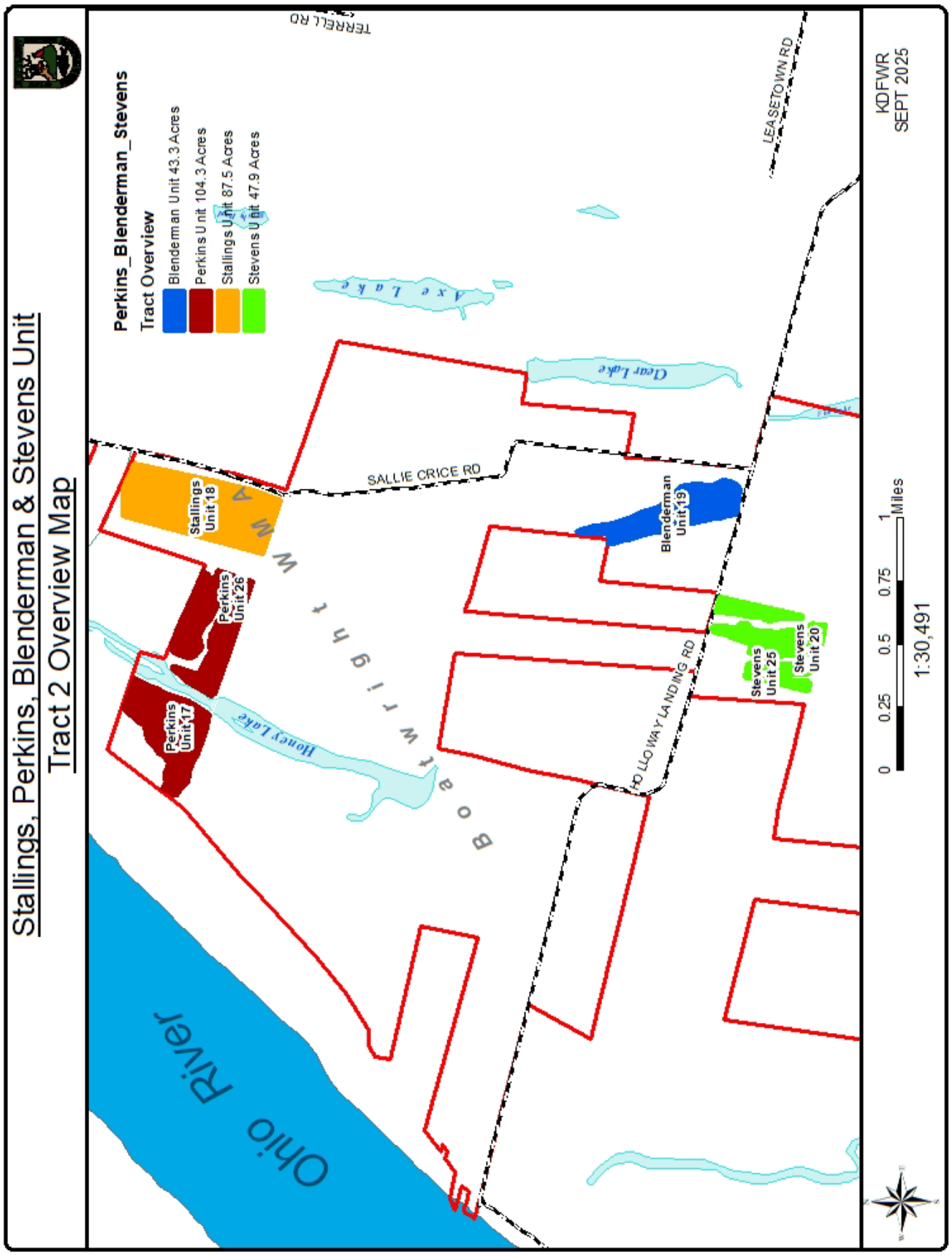
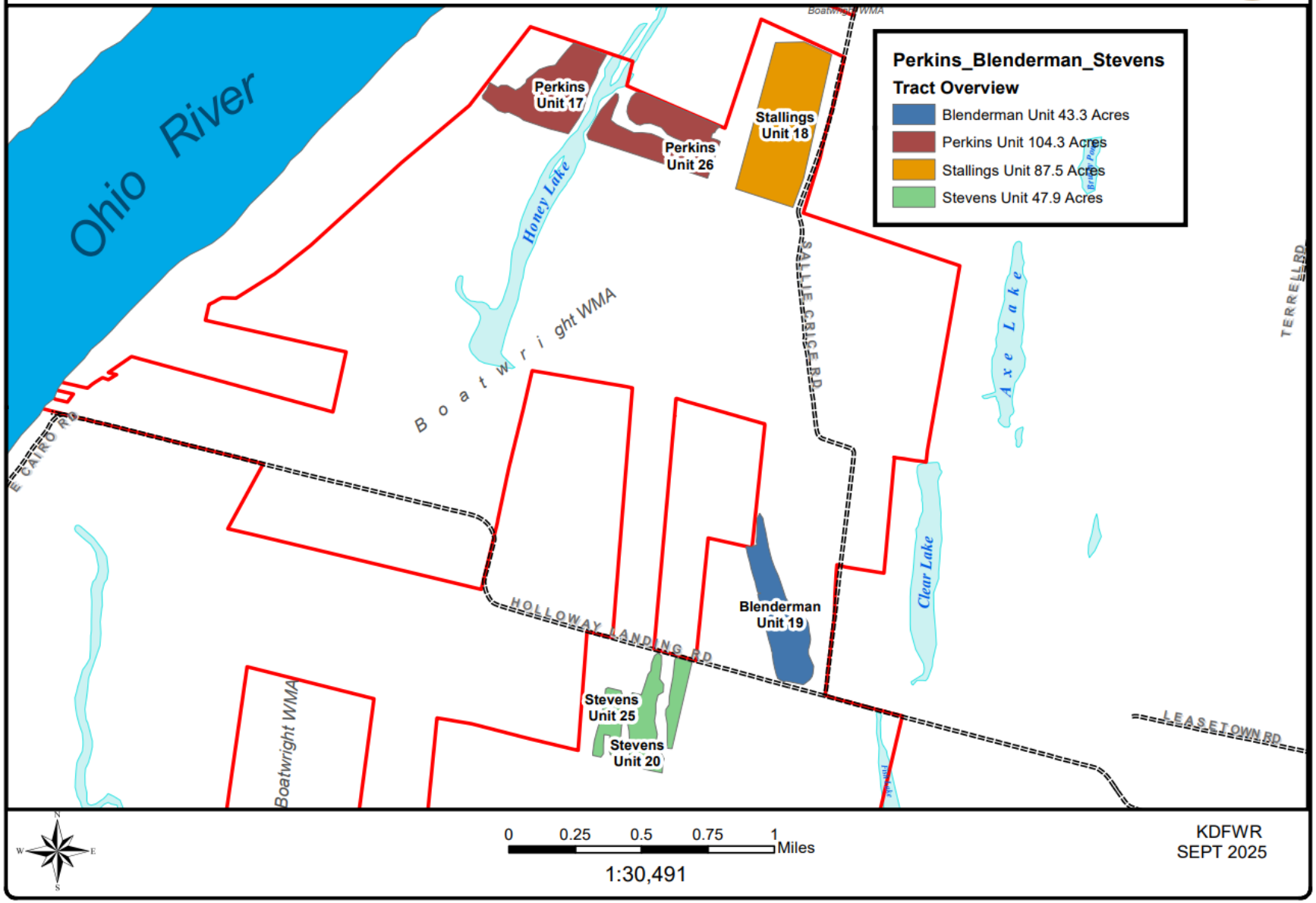


EXHIBIT B Tract 2



Stallings,Perkins, Blenderman, Stevens Tract
Ag Lease Overview



STALLINGS & PERKINS
Unit Overview



Blenderman & Stevens
Unit Overview



0 0.1 0.2 0.3 0.4 Miles

1:11,836

KDFWR
SEPT 2025

FIELD #	UNIT	TOTAL	2027		2028		2029		2030		2031	
(1,2,3..)	Swan	ACRES	Food Plot	CROP	Food Plot	CROP	Food Plot	CROP	Food Plot	CROP	Food Plot	CROP
1-6	Swan	416.19	160 Ac Yellow Corn/Alt Crop As Recommended	**≤985.6 Acres Soybeans /Alt crop w/approval from supervising biologist**	160 Ac Yellow Corn/Alt Crop As Recommended	**≤985.6 Acres Soybeans /Alt crop w/approval from supervising biologist**	160 Ac Yellow Corn/Alt Crop As Recommended	**≤985.6 Acres Soybeans /Alt crop w/approval from supervising biologist**	160 Ac Yellow Corn/Alt Crop As Recommended	**≤985.6 Acres Soybeans /Alt crop w/approval from supervising biologist**	160 Ac Yellow Corn/Alt Crop As Recommended	**≤985.6 Acres Soybeans /Alt crop w/approval from supervising biologist**
8	Swan	43.3										
9	Swan	15.3										
10	Swan	10.6										
11	Swan	32.7										
12	Swan	61										
13	Swan	70.4										
14	Swan	61.4										
15	Swan	37.9										
16	Swan	18.4										
21	Swan	80.4										
22	Swan	12.3										
23	Swan	24.6										
24	Swan	36.4										
27	Swan	**64.7**										
GRAND TOTAL		**985.6**	**160**	**985.6**	**160**	**985.6**	**160**	**985.6**	**160**	**985.6**	**160**	**985.6**

PLANTED ACREAGE COULD BE LESS, RATHER THAN MORE

I propose to bid a cash bid per acre of:_____ for Tract 1

Name_____ Address_____ Phone_____

Area: Boatwright WMA, Swan Tract 1 (Ballard County)
The minimum bid per Acre is $100.

FIELD #	UNIT	TOTAL	2027		2028		2029		2030		2031	
(1,2,3..)	Swan Tract 2	ACRES	Food Plot	CROP	Food Plot	CROP	Food Plot	CROP	Food Plot	CROP	Food Plot	CROP
19	Blender man	43.3	15 Ac Yellow Corn/Alt Crop As Recommended	**≤150 Acres Soybeans /Alt crop w/approval from supervising biologist**	15 Ac Yellow Corn/Alt Crop As Recommended	**≤150 Acres Soybeans /Alt crop w/approval from supervising biologist**	15 Ac Yellow Corn/Alt Crop As Recommended	**≤150 Acres Soybeans /Alt crop w/approval from supervising biologist**	15 Ac Yellow Corn/Alt Crop As Recommended	**≤150 Acres Soybeans /Alt crop w/approval from supervising biologist**	15 Ac Yellow Corn/Alt Crop As Recommended	**≤974.3 Acres Soybeans /Alt crop w/approval from supervising biologist**
17,26	Perkins	104.3										
18	Stallings	87.5										
20,25	Stevens	47.9										
GRAND TOTAL		**283**	**15**	**150**	**15**	**150**	**15**	**150**	**15**	**150**	**15**	**150**

PLANTED ACREAGE COULD BE LESS, RATHER THAN MORE

I propose to bid a cash bid per acre of:_____ for Tract 2

Name_____ Address_____ Phone_____

Area: Boatwright WMA, Swan Tract 2 (Ballard County)
The minimum bid per Acre is $100.