

(9/9/16)

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES

INVITATION FOR BIDS

FOR LEASE

Kentucky Horse Park Polo Fields

Kentucky Horse Park
Fayette County, Kentucky

INVITATION NO: 12142018

BID OPENS: Friday, December 14, 2018 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, 300 Suite, 403 Wapping Street, Frankfort, Kentucky 40601-2607, no later than the specified "bid opening" date and time.
- (2) The Commonwealth of Kentucky reserves the unqualified right to reject any or all bids.
- (3) Bidders are invited to attend bid openings.
- (4) If you plan to attend the bid opening and have a disability that requires accommodations, please contact our office by Thur. December 13 so that reasonable arrangements can be made.
- (5) For further information or to obtain a bid package, contact Wendell Harris, State Properties Branch, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, KY 40601-2607 (PH: 502-564-9831 or email: wendell.harris@ky.gov) or Nicole Rivera, Strategic Business Development, Kentucky Horse Park, 4089 Iron Works Parkway, Lexington, KY 40511, (PH: 859-259-4219 or email: Nicole.rivera@ky.gov).

**GENERAL TERMS AND CONDITIONS
INVITATION TO BID
Kentucky Horse Park**

**Section I
SCOPE OF LEASE**

At the request of the Kentucky Horse Park, the Division of Real Properties issues this Invitation to Bid on the lease/use of the Kentucky Horse Parks' existing Polo fields named Man O War, John Henry and Secretariat (as shown on the attached Exhibit A), for the operation of a non-profit polo league at Kentucky Horse Park.

Bids quoted in response to this Invitation to Bid shall be for a stated monetary sum which the Bidder will pay to the Commonwealth to utilize the property and operate the Polo League at the Kentucky Horse Park.

**Section II
SITE VISIT**

Bidders are urged and expected to inspect the designated site (see attached topographical map) and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the agreement, 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 THE BID

Note: For further information concerning the exact location and access to the site, please contact: Nicole Rivera, Strategic Business Development, Kentucky Horse Park, 4089 Iron Works Parkway, Lexington, KY 40511. Phone 859/259-4219.

**Section III
PERFORMANCE**

The Bidder shall assume responsibility for all costs involved in the operation and maintenance of the polo fields, and all equipment, labor, supplies and etc. The Commonwealth will not be liable/responsible for damage to polo fields.

The Bidder shall not engage nor permit their employees to engage in any offensive, injurious, or abusive use of the park premises. All polo events and services shall be conducted in the highest professional manner that will be a credit to the park. Bidder shall maintain good order at all times and shall keep the park premises used by the Bidder in a clean and sanitary condition throughout the entire term of this agreement, whether operating or not.

The Bidder agrees and covenants not to engage in any illicit or unlawful business nor to engage in any illicit social relationships with park employees, vendors, performing artists, and park guests or any other entity that would interfere with the business activity contemplated in the resulting agreement or impair the public perception of the good image of the Commonwealth of Kentucky

during the term of the resulting lease. The Bidder's failure to perform this term or condition is deemed to be a material breach of the resulting agreement.

Inspection: The agents and employees of the department shall have the right at all reasonable times during the term of this agreement to inspect the premises, equipment and personnel, owned used, or employed by the Bidder in its concession operation at the park.

Such improvements, structures and equipment so placed in or upon or attached to the premises shall remain the property of the Commonwealth, unless such improvements, structures, and equipment can be removed without damage to the Commonwealth's property. Upon the removal of said improvements, structures, and equipment, or any portion thereof, the Bidder shall promptly repair any damage to the leased premises resulting from the installation or removal of same and return the leased premises to its original condition, at the Bidder's sole expense. Structures and equipment not removed from the premises at the termination, cancellation or expiration of the resulting lease shall become the property of the Commonwealth, which may, at its sole discretion, assess the Bidder the costs of removal or repair incurred by said Commonwealth as a result of the Bidder's failure, howsoever caused, to effect the removal or repair required herein.

Prior to initiating any renovation or alteration or construction to the leased premises, such renovation or alteration or construction must be approved by the Commonwealth; the Division of Engineering/Finance and Administration Cabinet; and the Department of Housing, Building and Construction/Public Protection and Regulation Cabinet.

Bidder shall comply with all standards set by the State Fire Marshal's Office, and the Kentucky Occupational Safety and Health Standards Board.

Nothing in the this bid package shall in any way be deemed or construed as constituting an order or request by the Commonwealth, expressed or implied, to any contractor, subcontractor, supplier, materialman, or laborer, for the construction of any improvements on, alteration to, or other improvements of the leased premises; nor as giving the Bidder any right, power or authority to contract for or permit the rendering of any services or furnishing of materials that would give rise to the filing of any mechanic liens against the Commonwealth's property or the Bidder's lease hold interest in the leased premises by reason of work supplied to the Bidder. If a mechanic's or materialman's lien shall be filed against the leased premises at any time, the Bidder shall immediately notify the Commonwealth in writing of such lien, and shall cause the same to be discharged within thirty (30) days after the notice of filing thereof by payment, deposit, bond, or Order of Court of competent jurisdiction or otherwise. If the Bidder, in good faith, disputes the validity or correctness of any lien, then the Bidder shall immediately notify the Commonwealth in writing of such dispute and may refrain from paying or causing the same to be discharged of record, but the Bidder shall diligently proceed to initiate and conduct appropriate proceedings to determine the correctness or validity of such lien. The Bidder shall not be deemed to be in default under resulting agreement while such proceedings are being conducted in good faith by them. However, if the Bidder fails to cause any such lien to be discharged with the period aforesaid or fails to contest the same as provided above, the Bidder shall be deemed to be in default of the resulting agreement, which shall be a basis for termination of said agreement under the "Termination for Default" condition contained herein.

The Kentucky Horse Park shall be responsible for ensuring that such provisions are enforced. Major deviations from these provisions will not be made without the prior written approval of the Division of Real Properties and the Kentucky Horse Park. Problems that arise under any aspect of performance should first be resolved between the Bidder and the agency. If such problems and/or disagreements cannot be so resolved, either party in writing should refer them to the Division of Real Properties for settlement.

Section IV
HOURS OF OPERATION

Any outdoor, organized program held pursuant to Section 5 herein shall commence no earlier than 7:00 a.m. and end not later than 10:00 p.m. and Lessee shall be responsible for assuring that all visitors and participants have left the premises by 10:30 p.m., the Park closing time.

Section V
THE LEASE

Purposes of the Lease: The purpose of this Lease is to permit the operation of the said polo fields for organized polo recreation practice and games. Polo tournaments to be discussed by separate event lease agreement.

Section VI
METHOD OF AWARD

The lease will be awarded for the use of and operation of the Kentucky Horse Park Polo Fields, on a highest bid amount to the responsible, responsive Bidder(s) whose offer conforming to this Invitation to Bid will be most advantageous to the Commonwealth. The Commonwealth reserves the right to reject any and all bids and to 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 VII
LEASE PERIOD

Upon acceptance of bid, the term of resulting lease agreement will for the period beginning the date of execution of the lease agreement by the Secretary of the Finance and Administration Cabinet and ending on December 31, 2019. At expiration, the lease may automatic be extended for four (4) additional one (1) year periods. Each party must give thirty (30) days written noticed prior to automatic renewal date of January 1 each year in order to change any terms of the contract.

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

The Bidder's use of the premises and operation of the Kentucky Horse Park Polo Fields are subject to, and the Bidder shall comply with, all applicable state and federal statutes and regulations.

Section VIII
RENTAL PAYMENT

All payments due under this Agreement shall be paid on a monthly basis payable to Kentucky Horse Park Business Office located at 4089 Iron Works Parkway, Lexington, KY. Checks shall be made out to Kentucky Horse Park.

Section IX
CANCELLATION OF LEASE

The Commonwealth reserves the right to cancel the lease for convenience when requirements under the lease no longer exist, or changes in general conditions render the lease as not responsive to the needs of the Commonwealth. A written notice will be given to the Bidder(s) at least thirty (30) days prior to such proposed termination date. Upon the termination date specified in the written notice, all privileges of Bidder shall cease and Bidder shall no longer be permitted to use park structures or premises and shall remove any personal property of Bidder from premises by the cancellation date.

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

Section X
ROUTINE MAINTENANCE, PARK SERVICES AND IMPROVEMENTS

Lessee shall provide a portable restroom at its own cost and determine its placement and the Lessor shall provide up to eight (8) trash barrels of containers and collect trash; provided, however, Lessee shall be responsible for assuring that trash is collected in the trash containers. Any additional trash container shall be the responsibility of the Lessee. **Lessee shall mow the area surrounding the polo fields to a natural boundary such as a road or tree line AND the interior of the fields year round as needed and be responsible for all field maintenance.** Lessee shall also string trim all appropriate locations such as fences or any spot that would normally be trimmed. In addition, the Lessee shall fertilize, soil test, irrigate, add sand, divot repair and seeding as specified on Exhibit B. KHP Landscape Supervisor shall coordinate monthly inspections with Lessee designee to ensure proper maintenance is being performed.

All such buildings, facilities, or structures as may be place in or upon or attached to the leased premises shall be and remain the property of the lessee, which may remove such buildings, facilities, or structures, or any thereof, the Lessee shall promptly repair any damage to the leased premises resulting from installation or removal of the same. Structures not removed from the leased premises at the termination of the Lease shall become property of the Lessor, which may, at its sole discretion, assess the Lessee the reasonable costs of removal or repair herein. All buildings, facilities, or structures of the Lease placed in or upon or attached to the Leased premises shall be so place or attached at the sole risk of the said Lessee. The parties hereto expressly recognize the need for landscaping the premises in setting priorities for funding and development.

Section XI
UTILITIES

The Lessee shall be responsible for all payments of all utilities required by its performance or perpetuation of the activity describe in Section 5 herein.

Section XII
INDEMNITY AND RELEASE

The Lessee shall indemnify and save the Lessor harmless from any and all claims, demand, damages, actions, costs, and charges to which Lessor may be subject or which Lessor may have to pay by reason of any injury to any person and the agents, offices, and employees thereof or property or loss of life or property resulting from Lessee's operation of said Polo League and conduct of public polo competition unless such injury or loss arises solely from the negligence of Lessor. Lessee shall, at its own expense, assume the defense of such claims and actions for damages arising out of such injuries and losses which may be brought against Lessor by third persons, and shall carry public liability insurance from the Kentucky Polo League and show proof of such insurance. It is understood and agreed that Lessee cannot control use of or access to the Park and said polo fields at other times and this indemnity agreement does not apply to injuries to any person or property or loss of life or property at times other than Lessee's operation of said Polo League or when due to Lessor's negligence. Lessee's operation of said polo fields shall consist of scheduled polo leagues and events, official practices, and maintenance, renovation, and development of the polo fields pursuant to Section 10 herein. It is understood that other organized groups per park approval may use the fields. At park management's discretion, these groups may be required to supplement field maintenance.

Each participant shall sign the "Waiver of Liability" to release and discharge the Commonwealth, the Kentucky Horse Park and employees and agents of said entities and the organized/coaches of the Polo League of any damages, demands or action in any manner. Copies of all "Waiver of Liability" forms shall be submitted to the Commonwealth.

Section XIII
RECORDS AND INSPECTION

The Bidder shall keep adequate records, books and accounts covering the business operation conducted upon the premises, in such form as the park/department may prescribe, including dates, times, etc. Such records and books of account shall be open for inspection or audit by the agents and employees of the park at all reasonable times. Bidder shall employ an independent audit agency to perform annual audits, when at the discretion of the Commonwealth an audit is required.

The Bidder, as defined by KRS 45A.030(10), agrees that 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 Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to the resulting 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 or subsequent to the execution of the lease. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information that would otherwise be subject to public release if a state government agency were providing the service.

Section XIV TERMINATION FOR DEFAULT

If at any time during the period in which the resulting Lease Agreement is in effect, the 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 Bidder. All rights and benefits herein conferred shall be deemed forfeited, and the Bidder covenants that it shall quietly surrender possession of the leased premises to the Commonwealth, provided however, that before any termination shall occur under this Paragraph, the 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 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.

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

- The Commonwealth shall deliver, by certified mail, to the Bidder, a “Notice of Termination” which shall specify (i) the reason(s) for termination of the Lease Agreement; (ii) the extent to which performance under this Lease Agreement is to be terminated; and, (iii) the date upon which termination shall become effective.
- The Bidder shall stop performance 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.
- The rights and remedies of the Commonwealth provided in the Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or in equity.

Section XV TAXES

The 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 may be required by the Commonwealth or a political subdivision.

Section XVI ASSIGNMENT

The Bidder shall not voluntarily, involuntarily or by operation of law assign, sublet, or otherwise transfer the Lease 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 Lease 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 Bidder shall

not be relieved from the performance of all terms, covenants and conditions of the Lease Agreement. If the Commonwealth to any such assignment, subletting, or transfer once gives consent, 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 XVII
INDEPENDENT CONTRACTOR STATUS

The Bidder shall be held to 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 Bidder only and not the park.

Section XVIII
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 Lease Agreement executed by all parties. Memoranda of Understanding and correspondence shall not be construed as amendments to the lease.

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

Section XIX
KENTUCKY HORSE PARK USE OF THE PREMISES

However unlikely, it is understood that the Kentucky Horse Park and other organized groups per Parks approval may use the leased premises under the limited conditions that follow: Parks has the option to suspend use of the leased premises during special events such as scheduled cross country events, Land Rover Kentucky Three Day Events or other large events that would be negatively impacted by the operation of polo games and/or practice. These groups will be required to supplement field maintenance. These events shall be identified in writing by the Kentucky Horse Park at least 90 days in advance as to give proper notice to the Lessee.

Section XX
ENTIRE AGREEMENT

This bid package represents the entire agreement between the parties with respect to the subject matter hereof and supercedes 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 XXI
CHANGE OF VENUE

The laws of the Commonwealth of Kentucky shall govern this bid and the resulting Lease Agreement. Any legal proceeding against the Commonwealth or the departments regarding this agreement or any resultant agreement shall be brought in Commonwealth of Kentucky administrative or judicial forms. 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 Agreement, and in the event the park/department prevails, the 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 XXII
ADDITIONAL TERMS/CONDITIONS

Additional items/services, terms and/or conditions that come within the scope of the lease agreement and are found to be needed by the department may be added to the lease with the mutual consent of the Bidder and department.

1. The Kentucky Horse Park will provide five (5) parking passes for entry through its main gate for field maintenance. All other players, grooms and spectators must pay the daily parking fee or purchase annual parking pass.
2. Schedules for games and practices must be communicated with the Kentucky Horse Park on a monthly basis.

Section XXIII
STORAGE

The Kentucky Horse Park will assign the Lessee to one of the bays for storage purposes at the Kentucky Horse Park's Campground Barn which is approximately 400 square feet.

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 40601-2607

INVITATION NO. 12142018
BID OPENING DATE: Fri. Dec. 14, 2018
BID OPENING TIME: 3 p.m. ET

BID FORM

Subject to the General Terms and Conditions and Authentication of Bids and Affidavit Of Non-Collusion and Non-Conflict Of Interest, I propose to pay to the Commonwealth of Kentucky the following amount:

For the lease/use of the existing, designated polo fields for the operation of a polo league, located within or near the Kentucky Horse Park, I propose to pay the Commonwealth of Kentucky:

Man O War Field \$ _____ per month

John Henry Field \$ _____ per month

Secretariat Field \$ _____ per month

(Minimum bid is \$2,500.00 per field per month)

Prices quoted in this bid package shall remain firm for the initial period of the resulting lease. After this time, prices are subject to revision, which may be either increases or decreases. Said revisions may be requested in writing. The requesting party must finish documented evidence substantiating the validity of the request. The party to whom the request is presented must notify the requesting party of his decision within 30 days after receipt of the request of satisfactory supporting documentation whichever occur later. In the event the requested revision is refused, the requesting party shall have the right to withdraw from the lease, without prejudice. Provided, however, that the Bidder must continue service, at the bid specified price, until a new lease can be established (usually about 60 days).

**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. 12142018** 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 the contracts 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, 45A.990,164. 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 that restrain, tend 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 (\$5,000.00), nor more than ten thousand dollars (\$10,000.00), nor be imprisoned 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 (\$10,000.00), nor more than twenty thousand dollars (\$20,000.00).
3. If you plan to attend the bid opening and have a disability that requires accommodations, please contact our office by December 13, 2018, so that reasonable arrangements can be made.

ANNUAL AFFIDAVITT 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 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):

- 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 candidate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor the officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

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

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law. If the bidder, offeror, or contractor becomes non-compliant with any statements during the affidavit effective period, I will notify the Finance and Administration Cabinet, Office of Procurement Services immediately. I understand that the Commonwealth retains the right to request an updated affidavit at any time.

_____ Signature	_____ Printed Name
_____ Title	_____ Date

Company Name _____
 Address _____

Subscribed and sworn to before me by _____
 (Affiant) (Title)

of _____ this ____ day of _____, 20____.
 (Company Name)

 Notary Public
 [seal of notary] My commission expires: _____

KHP Polo Fields

Man o' War
John Henry
Secretariat



Legend

Google Earth

© 2016 Google

© 2016 Google

Google Earth

3000 ft

EXHIBIT B
BERMDUGRASS POLO FIELDS
2018 Maintenance Programs
Man O War – John Henry - Secretariat

Monthly Schedule

- Jan. – Feb. Every two or three years, collect Soil Samples and take to the local County Extension office for analysis. If ag lime is recommended, it can be applied anytime when the soil surface is dry.
- Late Feb. – mid Mar. If more than 10 – 20% of the dormant bermuda is covered with green/growing annual bluegrass &/or broadleaf weeds, spray one quart of Rd Up/ acre. Best results will be obtained if the weeds are actively growing – after 2 or 3 days of mild, late winter weather.
- Mid Mar. – early Ap. Apply Certainty (sulfosulfuron) at 1 oz per acre for control of Star of Bethlehem. Would prefer only Spot Treating individual clumps of the SOB, and not spray the entire field.
- Late April – early May Apply 60 # N / acre (equivalent to 130 # of urea, 45-0 – 0).
Only for this application, utilize a complete N-P-K fertilizer analysis (such as 315 # of 19 – 19 – 19 per acre if soil test suggests additional phosphate or potash is needed.
- Late May - Early June If areas of the field do not green-up, then consider seeding additional Riviera at 2# of coated seed per 1000 sq ft. If possible, try to keep surface wet with irrigation, water trucks or hand watering. Grow covers, utilized for 1 to 2 weeks along with irrigation, will usually guarantee seedling establishment.
- Mid May –mid Aug Apply N fertilizer every two weeks **as needed**. Use approx. 50 lbs of N from urea (110 # 45-0-0) and

always apply when foliage is dry. Urea may be more efficient if applied just prior to a rain or irrigation. Alternative to urea - To reduce one application each month, a slow release N fertilizer with 30 – 50% WIN or coated N could be used at the rate of 100# N per acre per application (applied one time per month in June, July & August).

June through Sept

If bermuda coverage is complete in early summer, consider monthly (June, July & August) spraying 14 fl. oz. / acre of Primo (trinexapac-ethyl) Plant Growth Regulator. This will reduce top growth and mowing reps by about 50%, will thicken the Riviera bermuda to produce more verdure, and will give a darker green color.

Mid May thru Sept.

Mow with Reel or Rotary mower, one or 2 times per week. When growing fast, mowing will be needed at least every 3 days to maintain best quality. With Primo, mowing may only be needed one time per week.

Preferred height is usually 1 to 1.5 inches (prefer 1.5 inches if mowing with a rotary finishing mower). To increase winter hardiness of the bermuda, raise the mowing height in early September, or quit mowing at that time to allow more foliage to accumulate, thus increasing the insulation over the above ground bermuda stolons.

Mid June - mid July

If crabgrass becomes evident and begins to compete with the bermuda, then spray 1/3 gallon per acre(with 6#a.i. Gal of MSMA) followed by another spray at the same rate in 7 - 10 days. This controls growing crabgrass and foxtail, and also controls some yellow nutsedge and broadleaf weeds. If MSMA is not on hand, then consider spraying with Drive (quinclorac) or Dismiss (sulfentrazone mix).

June - August

Core aerify monthly and drag-in the extracted cores. This helps smooth the surface, increase rooting and relieves compaction. To be effective, core aerification should be on ~ 3 inch centers, with 3 to 4 inch deep cores – common performance specs with hydraulic core aerifiers. If using pull type core aerator, this spacing of cores is best accomplished by traversing the field at least two times – each time the field is aerated. When core aerification is utilized to reduce compaction, then one can often roll the field with a heavy roller to help smooth out some of the divots and undulations. Rolling can only be effective when the soil is moist enough to allow some compaction of the high spots, but not so wet that the tractor tires rut the field.

If attempting to use a slicing (Airway type) aerifier, then only aerify when the soil is very dry – giving some shattering effect of the soil. If slice aerified when soil is moist, additional soil compaction is often the main result.

June thru August

To reduce compaction and maintain a more smooth surface, especially when field is not frequently core aerified, then consider topdressing monthly with approximately 1/4 inch of mortar sand. Attempt to chain-drag the sand into undulations, divots and other low spots.

June - Sept.

When the surface becomes dry and hard (difficult to penetrate with a knife or screwdriver) , irrigate with about 1 inch of water. This will maintain bermuda growth and will unlikely be needed more than one time per week (without natural rainfall). However, avoid play on the field when the surface is wet from irrigation or rainfall. One wet event will cause permanent, un-repairable surface damage and divoting.

July - Sept.

If broadleaf weeds such as clover, dandelion, plantain, etc. become evident, spray with 1 # of 2,4-D plus 1/4 # of dicamba / acre. Trimec

Classic is a commonly available mix of broadleaf herbicides with broad efficacy for weeds on Polo fields.

Oct or Nov or Dec

Apply 130 # / acre of muriate of potash, 0-0-60. This may not be needed if the current soil test reveals high soil potassium (K).