

Invitation to Bid

Agricultural Land Obion Creek Wildlife Management Area Travis Slough Tract (Carlisle County)

At the request of the Department of Fish and Wildlife Resources, the Division of Real Properties issues this invitation to bid on the lease of agricultural land at the Obion Creek Wildlife Management Area (Travis Slough Tract) located in Carlisle County, Kentucky.

Sealed bids, subject to the conditions contained herein, will be opened at the Division of Real Properties, Bush Building, 403 Wapping St, 3rd Floor, Room 300, Frankfort, KY 40601, **on Tuesday, March 5, 2019 @ 3:00 p.m. Invitation No. 03052019.**

Property to be Leased: The land to be leased is owned by the Kentucky Department of Fish and Wildlife Resources and is utilized for the purpose of implementing, operating and managing fish and wildlife programs in accordance with an approved Federal Aid Wildlife Management plan. The land to be bid consists of approximately 45 acres on the Obion Creek WMA (Travis Slough Tract).

Other portions (not included in 45 acres) of the Travis Slough Tract have been retired as part of a habitat management program or a MARSH project. Tenants shall not disturb, mow, spray or otherwise alter these fields or borders without approval of the supervising biologist. A portion of the MARSH project site is included in the 45 acres and the crop rotation plans will be similar to the non-MARSH areas.

Five percent (5%) of the crop acreage shall be left standing in the field annually in a pattern to be set by the Public Lands Biologist, and shall become the property of the Kentucky Department of Fish and Wildlife Resources. This share may not be altered until after March 15 and then only with the permission of the Public Lands Biologist.

This agricultural lease will be in effect for the 2019-2023 crop years. See "*Terms and Conditions*" for additional cropping details.

Maps, History and Site Visit: Maps showing the property to be leased are included in this bid package. Bidders are urged and expected to inspect the property to be leased and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the lease, to the extent such information is reasonably obtainable. In no event will failure to inspect the site constitute grounds for a claim after award of the lease.

Purpose of Leasing: The property will be leased for agricultural purposes primarily to insure a permanent and continued supply of food for wildlife plus furnishing sport and recreation for present and future residents of this state.

Bid Forms: Bid forms are available by contacting the Division of Real Properties, Wendell.harris@ky.gov or PH: (502) 564-9831 or Public Lands Biologist Pat Hahs – (270) 753-6913.

Bids: Bidders should submit their **SHARE** bids on the enclosed Bid Forms and these should be completely filled out, signed, and submitted in the enclosed bid envelope, with deposit. Bidders should indicate the percentage they will pay as rental, i.e. 25, 20 etc. A share bid of 25 means the successful bidder will retain 75% of the gross receipts from crop sales and KDFWR will receive 25% of gross sales from agricultural crops. All bidders will be notified by mail of the results. The Commonwealth of Kentucky reserves the unqualified right to reject any and/or all bids. For further information, contact: Pat Hahs – KDFWR- 30 Scenic Acres Dr. – Murray, KY 42071-Phone (270) 753-6913.

Good Faith Deposit: A good faith deposit must be submitted with each bid in an amount equal to ONE HUNDRED DOLLARS (\$100.00). The good faith deposit should be made payable to the Kentucky State Treasurer (cash will not be accepted). All such deposits will be returned at the conclusion of the bidding process.

Access: Because of water level fluctuations of the Obion Creek 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 that they bid on.

Term of Lease: The successful bidder will be required to enter into a lease contract with the Department of Fish and Wildlife Resources for a term of one year, to be renewed for four successive one-year periods (for a total of five years). Renewals will take place between February 1 - 15 of each year. The lease will be for a crop year (March 15 – November 15) unless special circumstances warrant otherwise. All cropping and harvesting activities will be completed by November 15th, unless weather dictates otherwise.

Bid Revisions/Adjustments: Tenant / Landowner share rates in response to this invitation shall remain firm for the entire 5 years of the resulting lease. If a bidder withdraws from the lease; the next highest bidder will be contacted to assume the remaining terms of the lease.

Payment of Rental: The successful SHARE bidder will enter into a lease contract with the Department of Fish and Wildlife Resources on an annual basis (renewable annually for four additional years for a total of 5 years). Share payments shall be made within 10 days after sale of all crops, unless weather dictates otherwise. A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF BALANCE IS NOT RECEIVED IN 10 DAYS AFTER HARVEST IS COMPLETE.

Liability: The successful bidders agree to indemnify and hold harmless the Commonwealth from any and all claims, demands, damages, actions, costs, including attorney's fees, and charges for which the Commonwealth may be subject, or for which the Commonwealth, or the successful bidders, may be required to pay by reason of injury to any person or property or loss of life or property resulting from or in any way connected to the character, condition or use of the leased premises or any means of ingress thereto, or egress therefrom unless such injury or loss arises directly from the negligence of the Commonwealth, or any of its officers, agents or employees, while acting within the scope of their employment. The successful bidder shall, at their own expense, assume defense of such claims and actions for damages or judgments arising directly from the negligence of the Commonwealth, any of its departments or agencies, or any of its officers, agents, or employees while acting within the scope of their employment.

Termination for Default:

1. If at any time during the period in which the lease agreements are in effect, the successful bidders, in the opinion of the Commonwealth, defaults on any obligation incurred hereunder, as provided in the resulting agreements, then the agreements shall be subject to termination by the Commonwealth, with no right of recourse remaining in the successful bidders. All rights and benefits therein conferred shall be deemed forfeited, and the successful bidders covenant that they shall quietly surrender possession of the demised premises to the Commonwealth, provided however, that before any termination shall occur under this section, the successful bidders shall be given written notice and be allowed thirty days from the date of receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the lease agreements shall remain in full force and effect.

The procedure for termination of the lease agreements under this section shall be as follows:

- a. The Commonwealth shall deliver, by certified mail, to the successful bidders a "Notice of

Termination” which shall specify (a) the nature of the termination; (b) the extent to which use under the lease agreements are to be terminated; and (c) the date upon which termination becomes effective.

- b. The successful bidders shall stop use under the lease agreement on the date indicated and to the extent specified in said “Notice of Termination”, unless the default on noncompliance is cured within the time period stated in the notice.
2. In the event of termination for default, the successful bidders shall be responsible for repaying to the Commonwealth any and all monetary sums due the Commonwealth under the lease agreements, up to and including the effective date of termination.
3. The rights and remedies for the Commonwealth provided in the agreements shall not be exclusive, and are in addition to any other rights and remedies provided by law or in equity.

Cancellation Clause: Either party may cancel the resulting lease for no cause by giving written notice to the other party, specifying the date of cancellation, with such notice to be given not less than thirty (30) days prior to the date of such cancellation. Time to be computed from date of mailing notice. Upon said cancellation, successful bidder shall quit the premises and return them in a good 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.

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

Adding Terms and Conditions: Additional terms and conditions that come within the scope of the resultant leases and found to be needed may be added to each lease if mutually agreeable to both the successful bidder and the Department of Fish and Wildlife Resources.

TERMS AND CONDITIONS

A. General

1. The Lessee shall assume responsibility for maintenance of all the crop including furnishing all equipment, labor and supplies, pay all expenses necessary and incidental to compliance with the provisions and conditions set forth herein unless otherwise specified in the contract.
2. The Lessee will be required to leave 5% of the crop acreage standing as food for wildlife, in a pattern to be specified by the area supervisor prior to harvesting.
3. Specific crops may be planted at the discretion of the Lessee, however, crops must be rotated following good agricultural practices.
4. The Lessee assumes all risk and/or damage by reason of flooding or other natural disaster. In the event of a weather related crop loss and resulting crop insurance settlement the damaged crop will remain in the field for wildlife cover and food.
5. The Lessee is required to utilize good agricultural practices in accordance with the requirements of crop planted so as to avoid undue erosion or damage to existing wildlife or wildlife habitat. Conventional tillage is an acceptable practice but reduced tillage, low-till and no-till are preferred methods.
7. The Lessee will be responsible to maintain records of the acreage planted and to report

same to the appropriate Farm Service Agency office.

8. The Department may over seed wheat or other cover crops in the fall in selected fields. The Department will pay these costs. The Lessee will destroy or incorporate the remaining cover crop the next cropping season based on the field rotation plan.
9. The hunting, trapping, fishing and other rights are retained by the Commonwealth which also retains the right of access to the property for the purpose of fish and wildlife management, public hunting and fishing opportunity. Reasonable care will be exercised to prevent damage to the property or crops of the Lessee. The Lessee shall not deny the public access to any portion of the wildlife management area unless it is proven that damage to the crop will result.
10. **The Lessee will provide a written report (forms to be provided) of the following:**
 - a. Acreage planted and reported to the FSA office.
 - b. Fertilizer and/or lime applied per acre by field number.
 - c. Herbicide applied per acre by field number.
 - d. Harvest removed by field numbers (in total bushel).
11. The Lessee will be responsible for damage to state properties and facilities as a result of cropping activity. Should the Lessee or his employees damage state owned or installed fixtures restitution will be made during that crop year. Damages may include but are not limited to damage/destruction of public hunting blinds, tree/shrub planting, boundary markers/fencing, building, gates, water control structures/facilities, dikes, dams, levees and vegetation.

Should damage occur to the tenant's crop as a result of actions by department staff or agents, appropriate adjustments will be made to the final crop payments on an acre damage/estimated production format.
12. No part of any lease unit may be placed in any federal land retirement program by the Lessee.
13. No Livestock shall be permitted.
14. If irrigation facilities are necessary, such facilities shall be provided by and at the expense of the Lessee, and shall be approved by the Area Supervisor.
15. The Lessee shall not erect any permanent or temporary structures on the leased premises.
16. The Lessee shall be responsible for maintaining their entire leased premises in a clean and sanitary condition throughout their lease term. The Lessee further agrees that upon the expiration or termination of their lease agreement, they will return the leased premises in as good an order as received, ordinary wear and tear, and acts of God expected.
17. The Lessee shall comply with the Conservation Plan on file at the local county Natural Resource Conservation Service office and follow recommended land practices.
18. The Lessee will follow planned crop rotations in agricultural operations. Consecutive years of the same crop is prohibited, i.e. continuous production of the same grain crop in the same field is not allowed, unless weather dictates otherwise and at the permission of the Public Lands Biologist.
19. The Lessee may, with permission from the Public Lands Biologist, utilize existing structures on the leased premises.
20. The Lessee will mow the existing levee every year between Aug. 15 and Sept 15.

B. Soil Testing/Fertilization/Lime

1. The Lessee will be required to perform soil tests as required by contract on fields they utilize and provide copies of the test and proof of fertilizer application. For consistency, the University of Kentucky's Extension offices in each county should be used for the soil test services. Tests are recommended a minimum of every two years; all test results and field locations shall be kept on file at the appropriate local office location for each property involved. The Lessee shall comply with soil test recommendations for lime at no less than half of the recommended rate or 2 tons/acre, whichever is lesser.
2. For the application of Nitrogen, Phosphorous, and Potassium the following recommendation should be followed as a general rule of thumb by the lessee:

If Phosphorous and Potassium levels, according to the soil test, are in the Medium to High range, it is not necessary to make an application. Applications should be made if range levels fall into the Low to Medium categories. No less than the minimum recommendations should be applied in these instances. Maximum levels should never be exceeded and are generally not recommended due to their inefficacy. Test results showing the need for trace elements should be treated on an as needed basis.

Nitrogen applications should be made for the minimum expected yield. High-end recommended and arbitrary applications are not environmentally or economically sound and should not be made. Nitrogen tests are recommended when feasible. A general recommendation of 1.5 units of nitrogen per bushel of expected yield for the respective field can be used. Corn should be fertilized to yield no less than 80 bu/acre. Nitrogen fixing cover crops are encouraged and recommended to be used when ever possible. The use of anhydrous ammonia as a nitrogen source is not recommended because of the cumulative damage to soil micro organisms and a general decline in soil tilth. Department staff will not utilize anhydrous ammonia and will recommend all tenants convert to other more environmentally friendly forms of Nitrogen such as Urea, Diammonium Phosphate, etc.

C. Tillage Practices

1. Tillage methods and residue coverage should be consistent and conform with the N.R.C.S. Conservation Plan that is on file. Practices such as, but not limited to, no-till, conservation tillage, low-till are all encouraged.
2. Spring field preparations, (disking, plowing) shall not begin prior to March 15 without prior approval of the Public Lands Biologist. Minimum conventional tillage and no-till is encouraged where applicable.
3. No fall tillage (plowing or disking) should take place except for the establishment of cover crops, permanent grass/hay sowing, erosion control or fescue conversions. Tillage for fall cover crops or fall sown grain crops should be performed no later than November 15th without approval of the Public Lands Biologist.

Conventional (moldboard) plowing is not recommended in any of the above situations. Para-plow tillage is acceptable for the disturbance of hardpans and this may be used with the approval of the Public Lands Biologist. Chisel plowing is not accepted for fall use. No soil disturbances should be performed after November 15th.

D. Riparian Vegetation/Buffer zones

Riparian vegetation stabilizes stream banks, provides thermal insulation, reduces stream sediment loads and protects streams from soil, chemical and fertilizer runoff from crop fields. Buffer zones also act as wildlife corridors, travel-ways, escape cover and access-ways. Riparian strips/buffer zones should be

either protected or established along/adjacent to all, streams, wetlands, and waterways and crop lands/field borders on Department Wildlife Management Areas.

1. All streams, (perennial, intermittent, storm event, etc) shall be protected by a riparian zone for a minimum of 50 feet, (preferably 100 feet) on each side of the stream bank. There shall be no canopy disturbance within the first 50 feet of this zone.
2. Ponds, lakes, reservoirs, seasonal and permanent wetlands and other aquatic systems shall have at least a 50-foot riparian zone (preferably 100 feet) on all sides. This zone shall be of undisturbed soil but is subject to rotational mowing or burning by KDFWR when it is a necessary component of management (for example waterfowl flight corridors).
3. Other field borders such as property boundaries, fence rows, roadsides, etc. shall have a vegetated strip of not less than 30 feet of undisturbed soil.

E. Herbicides

1. **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 Public Lands Biologist for an up to date list or consult the local chemical dealer).
2. There will be no use of insecticides upon Department owned or managed lands.
3. Herbicides are to be used only according to label directions.
4. Only the lowest recommended amount of the chemical that will efficiently and effectively control the weed shall be used.
5. Rotating herbicides will be recommended and used to avoid the development of resistant weeds.
6. Herbicides will not be used within 50 feet of any stream, river, lake, reservoir, wetland or body of water or in accordance with the label directions. Special consideration will be given to prevent any adverse impacts to highly unique habitats which may be host to special flora and fauna.
7. The Lessee shall report herbicide use on a yearly basis using forms provided.
8. Herbicide containers will be disposed of using any available state, county, or local disposal program. In the absence of available programs, the container must be handled and disposed of following all label directions for that specific container.

F. Noxious Weeds

Tenants will be required to control the following noxious weeds within their rented/leased fields: *Thistle: Muss, Scott, Nodding, Canadian; Field Bindweed; Marijuana; Johnson grass; Sicklepod; Water Hemp; and Multi flora Rose.* Tillage and harvest equipment should be cleaned prior to moving to another field which will help limit weed seed transportation. Noxious weeds will not be controlled in any way that will adversely affect or have any detrimental impact on any wildlife or habitat.

NOTE: FOR FURTHER INFORMATION PLEASE CONTACT: Pat Hahs Public Lands Biologist, 30 Scenic Acres Dr. Murray, KY 42071 (270) 753-6913 Monday - Friday, 7 am - 3:00 p.m. central time.

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. 03052019
BID OPENING DATE: Tue. March 5, 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 contract of the existing, designated land for crop production on Travis Slough Tract at Obion Creek WMA, I propose to pay the Commonwealth of Kentucky for:

Area: Obion Creek Wildlife Management Area
Tract: Travis Slough Tract (Carlisle County).

BID VALUE (Percent Designated as the KDFWR share) _____%.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit Effective Date: _____
Affidavit Expiration Date: _____
Maximum Length One-Year

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, in not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based on or doing business with a jurisdiction with which Kentucky can enjoy open trade, as define in Executive Order No. 2018-905.
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in KRS 11A.236 during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS):

- 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.

Solicitation/Contract #: _____

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.

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| 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: _____

Obion Creek WMA Travis Slough Tract Tillable acreage

