

COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
DIVISION OF REAL PROPERTIES
INVITATION FOR BIDS

FOR LICENSE

State-Owned Real Property

Eastern Red Cedar Harvest and Sale

Taylorsville Lake WMA

Spencer County, Kentucky

Invitation No: 06082021

Bid Opens: Tuesday, June 8, 2021 at 3 P.M. EDT

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, KY 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. The bid forms or further information be may obtained, Monday – Friday, 8 a.m. – 4:30 p.m., EDST, by contacting Wendell Harris, Property Analyst, Division of Real Properties, at (502) 203-5051, or wendell.harris@ky.gov or Scott Buser at (502) 477-9024 or scott.buser@ky.gov, Public Lands Biologist.
4. Anyone interested in the results of this bid opening may participate at the time and date listed above by dialing 502-782-2663 and entering the participation code 42014.

GENERAL TERMS AND CONDITIONS
INVITATION TO BID
SALE OF TIMBER
TAYLORSVILLE LAKE WILDLIFE MANAGEMENT AREA
SPENCER COUNTY, KENTUCKY

GENERAL TERMS AND CONDITIONS

Scope of Project

At the request of the Kentucky Department of Fish and Wildlife Resource, hereinafter referred to as the "KDFWR", the Division of Real Properties issues this Invitation for Bids to harvest timber on approximately 120 acres of the Taylorsville Lake Wildlife Management Area, hereinafter referred to as "Taylorsville Lake WMA". The management unit outline (figure 01) and stand volume table (figure 02) will be available at the Taylorsville Lake WMA office. The successful bidder shall have from August 01, 2021 until May 31, 2022 to remove the subject timber from the premises and submit all payment to the KDFWR. Persons interested in responding to this Invitation to Bid must submit the enclosed sealed bid form of proposal. ***All bids should be submitted on or before 3 P.M. EDT, Tuesday, June 8, 2021.*** 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 commence on the date executed by the Secretary of the Finance and Administration Cabinet. The term "successful bidder", as used in this sale, shall include and mean any and all representatives of the bidder, his or her employees, individuals or groups with whom the bidder may contract, and the contracting party's employees.

TERMS AND CONDITIONS

The harvesting of Eastern Red Cedar, as specified in this bid package, shall be in accordance with all terms and provisions specified herein. The timber sale area is within the Taylorsville Lake WMA property located in Spencer County, Kentucky. A performance bond of \$5,000 must be submitted to KDFWR within 7 days of contract approval and before successful bidder may start logging operations. Due to the United States Fish and Wildlife Service (USFWS) regulations, the cutting of timber/trees is only permitted from August 01 thru April 30. The winning bidder may remove cut trees and repair/dress areas during the no cutting timeframe. Unit 01 of the Eastern Red Cedar harvest boundary contains approximately 120 acres (Figure 01). Stand type boundaries

as determined by the forest inventory is delineated in figure 03. Inventory and maps are available at the WMA office. Boundaries will be marked by KDFWR as deemed necessary. The timber sale area boundaries will be designated by blue paint on trees and orange signs. Blue boundary paint will be visible from within the sale boundary and marked boundary trees are to be left standing and unharmed. Orange signs will designate the logging area as closed to the public, restricting access to the successful bidder's crew and approved personnel. All commercially viable eastern red cedar trees within the timber sale areas are to be cut. Non mast producing hardwood trees (**Marked within the commercial cedar stands by KDFWR staff**) may be removed during the harvest. Examples of non-mast trees are maple, elm, Osage orange species. Mast producing trees not to be disturbed are oak, hickory, walnut, beech, cherry, persimmon species. Successful bidder will pay KDFWR \$.10/board foot (Doyle scale) for any and all non-mast hardwood trees. Oak, Hickory, Walnut, beech, cherry, persimmon and beech species will not be cut or removed.

Before any part of the harvest area is sub-contracted, the successful bidder must first obtain in each and every instance the KDFWR's prior written consent. Any attempt to assign, sublet or transfer the resulting agreement or any interest established herein, or mortgage or otherwise encumber all or any part of the premises without such consent shall be void. If an assignment of the License is made with the consent of the Kentucky Department of Fish and Wildlife Resources, then the successful bidder shall not be relieved from the payment of all rent according to the terms hereof or for the performance of all other terms, covenants and conditions of the License. If the successful bidder is a corporation, then any transfer of this License by merger, consolidation or liquidation, or any change in ownership of, or power to vote the majority of its outstanding voting stock shall constitute an assignment. Consent to an assignment shall not relieve the successful bidder of the requirement of obtaining KDFWR's consent to any subsequent assignment or subletting. No assignment will be effective or binding against the KDFWR until such time as the assignee executes an amendment reflecting such assignment.

Bid and payment(s) will be identified on a unit price basis for all timber harvested. The Commonwealth of Kentucky will receive payments on a weekly basis when timber harvest is underway. Payments are to be made with checks drawn from the sawmill of sale in accordance to the bid unit price due KDFWR. Payment must be accompanied by a statement (with date of sale) showing unit of sale.

All improvements to the Taylorsville Lake WMA shall be removed prior to the expiration of the license or extensions thereof. Any improvements remaining on the premises shall become the property of KDFWR without recourse by the bidder, unless written authorization is issued by KDFWR.

It will be the responsibility of each bidder to examine and survey the areas on which logging operations will take place to make their own determination as to the logistics of removing timber from the above described tract(s). KDFWR must approve all ingress and egress routes to the tracts prior to the commencement of logging activities. Skid roads, landing zones, and haul roads (figure 04) must be followed as best allowed. Research areas, marked in red, must be avoided with no disturbance to them. These areas will be marked with red paint and red tape. KDFWR has inventoried the tracts and an estimate of the number of cedar trees by diameter class is available for review.

Harvesting or purposely damaging hardwood trees will be avoided during the timber operation. KDFWR may mark hardwood trees to be removed along skid roads and landing zones. Trees marked by KDFWR for removal may be harvested. Accidental damage to mature hardwood trees must be minimized and will not be harvested or removed from the management area. Some damage to residual non-cedar trees will occur, however damage must be minimized and damage will be assessed for each tract.

All telephone lines, ditches, bridges, roads, pipelines and fences located within or immediately outside the boundaries of the sale areas shall be protected by the successful bidder during cutting and logging operations. The successful bidder is required to notify the KDFWR if damage occurs and the bidder is responsible for repairs as soon as possible under the supervision of KDFWR. The bidder will be permitted to erect improvements to carry out the logging operation of this agreement, with all improvements being approved by KDFWR

All roads and trails outside the contract area shall, at all times, be kept free of logs, brush, and debris resulting from the cutting and logging operations under this license. The successful bidder is responsible for maintaining public roads and rights-of-way free of soil and logging debris.

When possible, debris will be left in harvest area. If pulled out of logging area, debris will be windrowed to the edge of access trails or piled outside of access trails. The KDFWR Wildlife Biologist will work with the successful bidder on debris placement.

The successful bidder assumes his/her full share of the maintenance of any established public and non-public roads and bridges that he/she may use in conducting the operations of cutting and logging the timber under this license. The bidder agrees to maintain during operations said roads and bridges in as good a condition as prior to the beginning of operations, and that the roads and bridges will be returned to as good a condition or better, by the successful bidder, at the termination of the license agreement award as a result of this project. WMA roads outside the logging area that are open to public vehicular traffic must remain open to the public and in acceptable quality for passenger vehicles.

Issues that may arise regarding damage to county-owned and –maintained roads by the contractors' equipment and hauling trucks will be the responsibility of the contractor and will not be the responsibility of KDFWR.

The successful bidder must use all appropriate Best Management Practices for water quality protection as specified by the Kentucky Forest Conservation Act (KFCA-KRS 149.330 to 149.350). Harvest inspections will be completed by the Kentucky Department of Forestry for best management practice compliance. The successful bidder will reference the Kentucky logging BMP field guide published by the University of Kentucky COOP Extension Service. The KDFWR must approve all stream and channel crossing locations. Improved stream and channel crossings must be used where appropriate and approved by KDFWR prior to installation.

During the term of this license, the successful bidder agrees to exercise all means in his power to prevent the start of and to suppress all forest fires on the licensed area and in its vicinity. The successful bidder is responsible for contacting KDFWR and appropriate local authorities in the event of a fire. No fire for any purposes is allowed on the logging operation without approval of KDFWR. KDFWR reserves the right to suspend logging (harvesting and hauling) operations when weather conditions will lead to rutting that cannot be fixed with equipment that is available and on-site or conditions are deemed as such to produce long-term impairment of the water bodies.

All operations being carried out by the successful bidder for the cutting and removal of the timber under this sale may be suspended by KDFWR if the conditions and requirements contained in this license are disregarded. Continued failure to comply with any one of the stated conditions and/or requirements shall be sufficient cause for the termination of this license.

Complaints or disagreements by the bidder as to any actions taken by KDFWR respecting this license shall not be considered unless made in writing within thirty (30) days of such action causing a complaint or disagreement by the bidder to the KDFWR Public Lands Biologist. The decision of the Director shall be final in the settling of complaints and disagreements on the part of the bidder as they pertain to the interpretation of the regulations and provisions of this bid package.

When timbering operations are in progress, the successful bidder shall have, at all times, at the site of activities, a representative who shall be authorized to receive, on behalf of the bidder, any and all notices and instructions in regard to the conditions and requirements set forth in this license and to take such action as may be required under the terms of this license. ***A Kentucky Master Logger must be present on the harvest site at all times while harvesting activities are underway.*** KDFWR will provide contact personnel that will be available on-site in a reasonable period of time.

All records of the successful bidder as they pertain to the operations being carried out under the terms of this sale shall be open to inspection at any time by KDFWR.

Eastern Red Cedar may be harvested in previous harvested areas (unit 03) under the following terms and conditions. The successful bidder must meet with and obtain written approval from KDFWR wildlife Biologist before entering these areas. These areas will be marked on a map and delineated before cutting begins. Cutting or removing timber outside delineated areas will not be permitted. The successful bidder shall have no right or license to use any part of the area outside the boundary of the area herein described, unless the bidder shall have obtained special written permission from KDFWR describing the limitations of such use.

The mineral and right-of-way rights over, on, in, and under the sale area herein described are in no way affected by this license. KDFWR, nor any licensee, nor successor, nor assignee of it shall be liable to the bidder for any damages because of the exercise of their rights, however, or by whomever conducted, and that the bidder agrees to hold KDFWR harmless from any claims for such damages on the part of the bidder. The successful bidder should coordinate the logging operation at all times with the KDFWR Public Lands Biologist. KDFWR does not undertake to furnish to the bidder right-of-way over lands belonging to others.

The successful bidder agrees to comply with all applicable state, federal, and local statutes, rules, and regulations. This includes but is not limited to those involving worker's compensation

insurance, OSHA, child labor, and other laws governing timber harvesting.

Timber is to be taken on a "where is", "as is" basis without recourse. KDFWR makes no warranty or guaranty as to the quality, quantity, condition, size, and/or description of timber sold under this contract. A site visit prior to the submission of bid is encouraged.

KDFWR will be primarily responsible for ensuring that all such provisions are enforced. Major deviations from these provisions will require the prior written approval of the Division of Real Properties and KDFWR. Problems, which arise under any aspect of performance, should first be resolved between the licensee and KDFWR. In the event problems and/or disagreements cannot be resolved, they should be reduced to writing, and referred to the Division of Real Properties for settlement.

KDFWR reserves the right to terminate the license immediately for cause in the event of any material breach of these terms and conditions and for convenience. A written notice will be given to the bidder at least thirty (30) days prior to such proposed termination date.

To qualify to submit a bid, interested participants must attend a site visit to Taylorsville Lake WMA. This site visit may be scheduled at the bidder's convenience. Participants who visit the site must sign-in for the Commonwealth to accept the participant's bid for the timber project. The Regional Public Lands Biologist will have the sign-in sheet and transcribe any questions participants may have with regard to the timber project. Although inquiries may be made of the Public Lands Biologist, participants should understand that the final, official answer or position of the Commonwealth on any material points will be stated in writing and distributed to all participants by addendum subsequent to the meeting. All inquiries should be directed to the Division of Real Properties, Third Floor, Bush Building, Frankfort, Kentucky, 40601 or to Wendell.Harris@ky.gov. Bidders are urged and expected to sign-in and inspect the designated site 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.

NOTE: For further Information concerning the exact location and access to the site, please contact Scott Buser @ (502) 477-9024, Public Lands Biologist.

As a guarantee of faithful performance of the conditions and requirements of this sale, the bidder agrees that all monies paid under this license shall, upon failure to comply and fulfill all conditions and requirements herein set forth, be retained by KDFWR to be applied as far as may be to the satisfaction of his obligations assumed hereunder.

It is agreed by the parties hereto that all questions as to the execution, validity, interpretation, construction and performance of the resulting License Agreement shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the parties hereto further agree that any legal action, which is brought on the basis of said Agreement, shall be filed in the circuit court of Franklin County, Kentucky.

NOTE:

The license will be awarded for the harvest and sale of timber from approximately 120 acres on a highest percentage bid amount to that responsible, responsive bidder whose offer conforming to this Invitation to Bid will be most advantageous to KDFWR. KDFWR expressly reserves the right to reject any or all bids and to waive technicalities and minor irregularities in form of bids submitted. Any bidder's past performance under license shall be a consideration and may be a factor in the award or denial of the license.

Additional terms and conditions may be added to the agreement, as mutually agreed and as necessary between the parties. Nothing in this license shall be construed to convey or grant any right, title, interest, estate, claim, or demand in or to the licensed premises other than the right to use licensed premises for the purposes and under the terms and conditions stated in this license.

The bidder agrees to indemnify, defend, and hold harmless KDFWR, its officers, agencies, and employees from:

- (a) Any claims or losses for services rendered by the bidder, person, or firm performing or supplying, services, materials, or supplies in connection with the performance of the license.
- (b) Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of the bidder, its officers, or employees in the performance of the license.

(c) Any failure of the bidder, its officers, or employees to observe Kentucky laws, including, but not limited to labor laws and minimum wage laws.

(d) The bidder agrees that all goods and chattels placed in or about the property shall be at the sole risk of the bidder, and KDFWR shall not be liable for injury or damage to property from any cause.

Information Required in Each Offer

1. Contact: Include the name 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. Proof of Qualification: A copy of insurance, any required business licenses and master logger certification.
4. References: Contact information for up to three (3) landowner references should be provided in the proposal. These landowners will have had timber harvested on their properties within the past five (5) years by the bidder. If no previous timber harvesting has been conducted by the bidder, then character or other work references should be provided.
5. Bid: Include a per unit price which will be paid to KDFWR upon the sale of timber harvested under this contract.

Qualifications

After determining that a bid proposal 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.....60%
2. Evaluation of prior work quality based upon reference comments...40%

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 PROPOSAL (SEALED BID)

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

INVITATION NO. 06082021

BID OPENING: Tuesday, June 08, 2021

AT: 3 P.M. EDST

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:*

_____ *per board foot or _____ per ton of total delivery price of all commercial cedar harvested from the subject 120 acres in several parcels.*

_____ *per board foot or _____ per ton of total delivery price of all (cat litter) non-commercial cedar harvested from the subject 120 acres in several parcels.*

_____ *I agree to pay \$.10 per board foot (Doyle scale) for non-mast producing hardwoods harvested from the subject 120 acres in several parcels.*

_____ *I do not agree to pay \$.10 per board foot (Doyle scale) for non-mast producing hardwoods harvested from the subject 120 acres in several parcels.*

**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. 06082021** 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 lessee 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).

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

Affidavit	Effective
Affidavit	Expiration
Maximum Length One-Year	

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

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.
 - e. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, is not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade, as defined in [KRS 45A.607](#).
 - f. The bidder or offeror swears and affirms that the entity bidding, and all subcontractors therein, have not violated any of the prohibitions set forth in [KRS 11A.236](#) during the previous ten (10) years, and further pledge to abide by the restrictions set forth in such statute for the duration of the contract awarded.

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

- II. Each contractor further swears and affirms under penalty of perjury, that to the best of their knowledge:
 - a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

ANNUAL AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

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

- a. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor 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.

- b. 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.

Signature	Printed Name
Title	Date
Company Name	
Address	
Phone/Email	
Subscribed and sworn to before me by	(Affiant)
	(Title)
of _____	this ____ day of _____, 20____.
(Company Name)	

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