

**COMMONWEALTH OF KENTUCKY  
FINANCE AND ADMINISTRATION CABINET  
DIVISION OF REAL PROPERTIES  
REQUEST FOR BIDS (RFB)**

**AGRICULTURE ROW CROP - Eighty-Seven (87) Acres +/-  
at  
Kentucky River Wildlife Management Area (WMA)  
Henry County, Kentucky  
Department of Fish & Wildlife Resources**

**RFB NO: 021624**

**BID OPENS: FEBRUARY 16, 2024 @ 3:00 p.m. EST**

**INSTRUCTIONS TO BIDDERS**

(1) Bid must be submitted on the "Form of Bid" included within and made part of this Request for Bids, appropriately signed and received at the Division of Real Properties, State Properties Branch, Bush Building, 3rd Floor, 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) Due to measures to prevent the spread of the Coronavirus (Covid-19), bids will be 'publicly' read aloud and Bidders may access the bid opening through a conference call. To access the conferencing bridge, Bidders may either dial 502-782-CONF (2663) OR 502-564-

9110. Once called, Bidders will be prompted to enter a code. Bidders, as "attendees/participants" need to enter the code 42014. Please be mindful that the conference call will not begin until the moderator (Buyer: Nancy Brownlee) is logged in and the conference call will end once the moderator hangs up.

(4) For further information or to obtain a hard copy of the bid package, contact Nancy Brownlee, Division of Real Properties, Bush Building, 3rd Floor, 403 Wapping Street, Frankfort, KY 40601-2607 (phone 502/782-0358. [nancy.brownlee@ky.gov](mailto:nancy.brownlee@ky.gov))

**Request for Bids Agricultural Land  
Kentucky River Wildlife Management Area-Boone Tract  
Henry County**

**General Terms and Conditions**

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 Request for Bids to agriculture row crop production from Kentucky River WMA located in Henry County, KY. There is 87 +/- acres of crop ground available. The areas of interest are shown on Exhibit "A". Persons interested in responding to this Request for Bids (RFB) must submit the enclosed sealed bid form of proposal (see page 21 herein). All bids should be submitted on or before **FEBRUARY 16, 2024 at 3:00 p.m.** This Request for Bids and the bidder's response, when accepted by KDFWR, will govern any license agreement issued as a result of this Request for Bids. The license agreement shall be effective on the date executed by the Secretary of the Finance and Administration Cabinet.

**Section I  
Performance**

**Property to be licensed:** The land to be licensed is owned by or licensed to the Kentucky Department of Fish and Wildlife Resources and is utilized for the purpose of implementing, operating, and managing a fish and wildlife program. The land to be bid consists of approximately 87 acres of row crop with previous row-cropping history. Each field can be identified by field number which corresponds to the listing in the bid form. The field numbers are assigned by the area supervisor. The Henry County FSA farm and tract number for the entire acreage is 1913 and 1629. The bid forms reflect a five (5) year crop rotation for each field. Bids should indicate the annual per acre cost rental that the bidder is willing to pay for the row crop acreage during the contract period. The lessee is not expected to pay rental on any field during the year that they are fallow or are in special food for cover plots with KY Dept of Fish and Wildlife Resources. The cash rental is in addition to leaving an assigned percentage of ten (10%) of the crop in the field for wildlife. This percentage of crop left in the field is listed in the bid forms and is dependent upon the wildlife management plan of the WMA, (see bid forms for details). SEE PAGE 21 and EXHIBIT B.

Placement of the share of crop left in the field is designated by the Game Management Foreman and shall become the property of the Kentucky Department of Fish and Wildlife Resource's and may not be altered until after March 15<sup>th</sup> and then only under the terms of a negotiated contract from the KY Department of Fish and Wildlife Resources, Supervising Biologist. The land is to be utilized to produce agricultural row crops. In certain years in which soybeans are to be planted, water may be held longer in a specified field(s) to provide habitat for migrating waterfowl, shorebirds, and marsh birds during the spring. Portions of fields that are too wet to plant soybeans during the initial planting date of the field will be allowed to grow up in natural vegetation during that cropping year and shall not be disturbed by the lessee(s). Several fields and portions of fields on the property have been retired as part of habitat management programs. Licensees shall not disturb, mow, crop, spray, or otherwise alter these fields or borders without approval of the supervising biologist. See the WMA Land Use Conditions and Contract Annex for further details. *The Department of Fish and Wildlife will have the right to withdraw or add acreages to the annual licenses at its discretion for the purposes of soil and water conservation and / or wildlife habitat management practices.*

The KDFWR percentage should be planted to yellow corn. The corn shall be planted as early in Spring as weather or field conditions allow and have a mid-range yield of 80-100 bushel per acre. The successful bidder must use acceptable seasonal weed and grass control in the yellow corn and/or alternate crop if required. An alternate crop of milo or Japanese millet is an option on the KDFWR portion if very late flood conditions persist and corn cannot be planted by late June. The supervising biologist will be consulted to determine the best alternative.

The share of the crop left in the field shall become the property of KDFWR and may not be altered until after March 15<sup>th</sup> and with prior approval from the KDFWR Supervising Biologist.

Additionally, prior to harvest in each cropping year, the Bidder shall contact KDFWR personnel to determine the location of where crops are to be left standing in each field. The pattern in which crops are to be left standing is important for the overall management plan on the WMA and is often the sole reason for having row-crop production in the field. Therefore, failure to contact KDFWR personnel prior to harvest concerning where crops are to be left standing will result in a penalty of \$750, payable at the end of the cropping season.

Bidder shall not disturb, mow, crop, apply herbicides to, or otherwise alter any non-crop areas without approval by the Supervising Biologist. Damage to non-crop areas as result of farming activities conducted by the Bidder will result in a financial penalty at the end of each cropping year.

The penalty for damage to non-crop area will be \$250/ acre and will be paid at the end of the cropping year at the same time annual cash rental payments are due. The acreage of non-crop damage will be calculated by KDFWR staff under the direction of the Supervising Biologist using GPS equipment, and descriptions of the damages will be thoroughly documented in writing. KDFWR realizes accidents and minor mistakes do occur, therefore, the penalty for damage to non-crop areas applies only for those instances where blatant negligence has occurred, as determined by the Supervising Biologist.

In fields where corn is to be planted, the Bidder is not permitted to “patch in beans.” In areas of the field where it was too wet to plant corn that year, the Bidder may plant soybeans at a later date, whenever drier conditions prevail. The same applies for areas that are too wet to plant soybeans during the initial planting date of the field. Those areas of the field that were not planted initially will be allowed to grow up in natural vegetation during the cropping year and shall not be disturbed by the Bidder.

All crops must be harvested on or before November 15<sup>th</sup> each contract year. Consult with the supervising biologist if extenuating circumstances prevent meeting the deadline.

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

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

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

- a. Acreage planted and reported to the FSA office.
- b. Fertilizer applied per acre by field number.
- c. Herbicides applied per acre by field.
- d. Harvest removed by field numbers (in total bushels).

## **Section II** **Terms and Conditions for Row Crop**

The successful Bidder shall be responsible for maintaining their entire licensed premises in a clean and sanitary condition throughout their license term. The successful Bidder further agrees that upon the expiration or termination of their license agreement, they will return the licensed premises in as good an order as received, ordinary wear and tear, and acts of God expected.

The successful Bidder will be required to perform soil tests as required by contract on fields they utilize and provide copies of the test and proof of fertilizer application. For consistency, the University of Kentucky's Extension offices in each county should be used for the soil test services. **Soil tests are required on the second and fourth year of the contract;** all test results and field locations shall be kept on file at the appropriate local office location for each property involved.

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

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

Additional terms and conditions for the use of land at Boone Tract, KY River WMA are as follows (some items may be repetitive provisions from within this RFB):

1. The Lessee shall assume responsibility for maintenance of all crops 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 may not sublicense any part of the license unit to a second party.
3. The Lessee will leave an assigned amount of the crop standing in a pattern to be determined by the assigned Supervisor. The supervisor will be consulted prior to harvesting activities, to determine the desired pattern. All cropping and harvesting activities will be completed by November 1st.
4. Tillage Practices: The Lessee is required to utilize good agricultural practices in accordance with the requirements of crop planted to avoid undue erosion or damage to existing wildlife or wildlife habitat.

**Tillage methods and residue coverage shall be consistent and conform to the N.R.C.S. Standards and Specifications. Conservation practices such as, but not limited to, no-till, conservation tillage, low-till are all encouraged.**

Spring field preparation, (disking, plowing) shall not begin prior to March 15<sup>th</sup> without prior approval of the area supervisor/biologist. Minimum conventional tillage and no-till is encouraged.

No fall tillage (plowing or disking) shall take place except for the establishment of fall cover crops, permanent grass/hay sowing, and erosion control or fescue conversion. Tillage for fall cover crops for fall sown grains crops should be performed no later than October 25<sup>th</sup> without approval of the supervising Biologist.

Conventional 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 in the fall with the approval of the area supervisor. Chisel plowing is not acceptable for fall use. No soil disturbance should be performed after October 25<sup>th</sup>.

5. Pesticide: There are no applications of any restricted use pesticides as designated by the United States Environmental Protection Agency and the U.S. Fish and Wildlife Services.

**There will be no use of insecticides upon Department owned or managed lands.**

Pesticides are to be used only according to label directions.

Only the lowest recommended amount of the chemical that will efficiently and effectively control the weed shall be used.

Rotating herbicides will be recommended and used to avoid the development of resistant weeds.

Pesticides will not be used within 50 feet of any stream, river reservoir, wetland, or body of water or in accordance with the label direction. Additional special consideration will be given to highly sensitive and/or unique habitats which may be host to special flora and fauna.

Contractors and Division of Wildlife Staff will report pesticide use on a yearly basis using forms provided.

Any pesticide 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. Licensees will be responsible for their containers and Department personnel for theirs.

6. The Lessee will be responsible to maintain records of the acreage planted, and to report same to the appropriate Farm Service Agency office and the WMA Office.
7. The Lessee assumes all risk and/or damage by reason of flooding or other natural disaster. After the crop is planted, the final license cost will be computed on a cost per acre planted format. In the event of weather-related crop loss and settlement with crop insurance the final payment will be computed on a cost per acre harvested format and the damaged crop shall remain in the field for wildlife.

8. The Department may overseed winter wheat or other cover crops in the fall in selected fields. The Department will pay these costs.
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.
10. Soil Testing/Fertilization/Lime: All properties owned and/or licensed by the Department shall have periodic soil tests performed (by the Lessee) on all fields that are used for agricultural crops. Agricultural Licensees will provide copies of said soil test to the Kleber WMA office. For consistency, the University of KY's Extension office in each county should be used for the soil test services. Test 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. Licensees will be required to perform one soil test as required by contract on fields they utilize and provide copies of the test and proof of fertilizer and or lime application.

For the application of Nitrogen, Phosphorous, and Potassium the following recommendations should be followed as a rule of thumb by all area managers and their respective Licensees.

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 unless a crop response is expected.

Applications should be made if levels fall into Low to Medium categories. No less than the minimum recommendations should be applied in these instances Maximum levels should never be exceeded and or 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 should 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. This would be based on the fields past average yield. Nitrogen fixing cover corps are encouraged and recommended to be used whenever possible. The use of anhydrous ammonia as a nitrogen source is not recommended because of cumulative damage to soil micro-organisms and a general decline in soil tilth. Department staff will not utilize anhydrous ammonia and will recommend all Licensees convert to other more environmentally friendly forms of Nitrogen such as Urea, Diammonium Phosphate, etc.

11. The Lessee will provide written reports (forms to be provided) of the following:

Acreage planted and reported to the FSA office, as required for program participation.  
Fertilizer and/or lime applied per acre by field number, to the WMA office.  
Herbicide applied per acre by field number, to the WMA office.

Harvest removed by field numbers (in bushel per acre), to the WMA office. Adjusted acreage planted by field number, to the WMA office and FSA offices so the final fall payment can be calculated.

12. Habitat and Management Zones:

**The presence of, installation of, or planned installation of habitat management features of a WMA takes priority of use over land use and acreage may be withdrawn from subsequent crop years to accomplish this objective.** Lessee operations will hold back from these features, (wetlands, field borders, tree planting, etc.). Riparian strips/buffer zones should be either protected or established between all crop lands, streams, wetlands, and waterways on Department Wildlife Management Areas.

All streams, (perennial, intermitted, storm event, etc.) shall be protected by a riparian zone for a minimum to 50 feet (preferably 100 feet) on each side of the stream bank. There shall be no canopy disturbance within the 50 feet of this zone.

Ponds, lakes, reservoirs, seasonal and permanent wetlands, and other aquatic systems shall have at least 50-foot riparian zone (preferably 100 feet) all sides. This zone shall be of undisturbed soil but is subject to rotational mowing or burning. Disturbance of these zones will only occur when it is a necessary component of management, (for example waterfowl flight corridors).

Other field borders such as fence rows, roadsides, etc. shall have a vegetated strip of not less than 20 feet of undisturbed soil.

13. The Lessee will be responsible for damage to state properties and facilities because of cropping activity. Should the Licensee 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 damages/destruction of public hunting blinds, tree/shrub planting, boundary markers/fencing, buildings, gates, water control structures/facilities, dike, dams, levees, and vegetation. The local area supervisor is authorized to establish prices for damage to state properties and facilities. This price will not be negotiable or appealable.

Should other interest damage a Lessee's crop that party will be expected to make the lessee "whole" and the lessee will still be responsible for cost on a per acre planted format. Should damage occur to the Licensee crop as a result of department staff, actions, or agents' appropriate adjustments will be made to the final crop payments on an acre damage estimated production format.

**Purpose of Agreement:** The property will be licensed for agricultural purposes primarily to insure a permanent and continued supply of food for wildlife, furnishing sport and recreation for present and future residents of this state. Leasing the property produces income that offsets operational expenses of the area and is part of an overall habitat and land management program for fish and wildlife use. Monies realized for the sale of crops may be utilized on the area for the purpose of improving and developing wildlife habitat, controlling erosion, monitoring area use, maintaining access, and administrating public use(s).

**Maps, History and Site Visit:** A map, attached hereto and made a part hereof as Exhibit A, identifying the property to be licensed is included in this document. This map includes an overview showing individual field numbers and their corresponding acreage. Bidders are urged and expected to inspect the property to be licensed and to satisfy themselves as to all general and local conditions that may affect the cost of compliance with the license, 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 license. Bidders are encouraged to discuss the property to be bid with Scott Ferrell, the Game Management Foreman at Kleber WMA office, PH 502-535-6335, or Scott Buser, Public Lands Biologist, PH 502-477-9024 during regular business hours.

## **Section II BIDS/BID PACKAGE ADDENDA**

**Bids:** Bidders shall bid all of the row crop acreage within the Boone Tract. Bidders should submit their bids on the enclosed Bid Form, and these should be completely filled out, signed, and submitted in an envelope (with **RFB#021624** written on the outside of the envelope), and including one (1) deposit check of \$100.00. All Bidders will be notified by mail of the results. The Commonwealth of Kentucky reserves the unqualified right to reject any/ all bids. For further information contact, Bidders are encouraged to discuss the property to be bid with Scott Ferrell, the Game Management Foreman at Kleber WMA office, PH 502-535-6335, or Scott Buser, Public Lands Biologist, PH 502-477-9024 during regular business hours and Nancy Brownlee, Buyer, PH 502-782-0358, [nancy.brownlee@ky.gov](mailto:nancy.brownlee@ky.gov) All questions should be addressed to the Buyer. Official answers to those questions will be issued through an amendment to this RFB.

In the absence of any written bids for any part of the WMA properties, the Department of Fish and Wildlife Resources, Regional Coordinator reserves the right to negotiate any contract necessary with a cooperator of it's choosing to reach its desired habitat management objectives.

**Bid Revisions/Adjustments:** Rental rates or percentages in response to this Request for Bids shall remain firm for the entire 5 years of the resulting license agreement. If a Bidder withdraws from a tract; the next highest Bidder will be contacted to assume the remaining term(s) of the license. *However, the Department reserves the right to withdraw field(s) or parts of any field(s) from agricultural licenses in subsequent contract years for wildlife habitat management purposes.*

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

## **Section III BIDDER RESPONSIBLE FOR BID SUBMITTAL**

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

Each Bidder has the responsibility of delivering his/her bid by the time and at the place prescribed



in this bid package. Bids received prior to the closing for receipt of bids will remain unopened until the time scheduled for opening bids. Any bid received after the date and time specified in this bid package, may be rejected, and returned unopened to the Bidder.

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

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

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

**Section IV**  
**INQUIRIES – RESTRICTION ON COMMUNICATION**

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

Nancy E. Brownlee  
502-782-0358  
E-mail – [Nancy.Brownlee@ky.gov](mailto:Nancy.Brownlee@ky.gov)

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

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

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

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

**Section V**  
**NO PRIOR COMMITMENT OR OBLIGATION OF THE COMMONWEALTH**

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

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

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

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

## **Section VI** **ISSUING OFFICE**

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

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

## **Section VII** **Alterations/Renovations of the Premises**

1. The parties hereto agree that the premises are to be utilized in their "as is" condition. The Commonwealth makes no guaranty or warranty, either expressed or implied, with respect to the property upon which the row crops are planted/harvested or access thereto.
2. The Successful Bidder shall obtain all occupancy permits required by state law, if applicable.
3. The Successful Bidder may not remove the structures, improvements, and equipment erected or placed upon the premises without the prior written approval of the Department of Fish and Wildlife Resources. Upon approval from the Department of Fish and Wildlife to remove any structures, improvements, or equipment placed upon the premises, the Successful Bidder must repair any damage to the premises resulting from the removal of the structures, improvements, or equipment.

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

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

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

### **Section IX DEPOSIT**

**Bidders should submit their bids on the enclosed Bid Forms, and these should be completely filled out, signed, and submitted in the enclosed bid envelope, with 1 (one) deposit check of \$100.** A deposit for each bid equal to \$100 shall be due and payable to the Commonwealth and submitted with successful Bidder's bid no later than FEBRUARY 16, 2024 at 3:00 p.m. Bid deposit(s) shall be returned to unsuccessful Bidder. The bid deposit of successful Bidder shall be retained, and the amount deducted from rental due to the Commonwealth.

### **Section X LICENSE PERIOD**

The successful bidder(s) will be required to enter a license contract with the Department of Fish and Wildlife Resources for a term of one year, to be renewed for four (4) successive one-year periods (for a total of five years). The license will be for a crop year (March 15-November 1) unless special circumstances warrant otherwise.

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 license in an extended period.

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

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

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

### **Section XI REVENUE PAYABLE TO THE COMMONWEALTH**

The successful bidder will enter a license contract with the Department of Fish and Wildlife Resources. A payment of 10% as a spring deposit, and a security bond for the balance of the

estimated 90% or 100% due on acceptance of the annual agreement is required. The license agreement will provide for an adjusted final payment of the balance of the contract due November 1<sup>st</sup> of contract year. **Final payment will be calculated on a price bid per acre of crop planted format. \*A security bond in the amount of the estimated total crop year payment will be provided by the Licensee upon acceptance of annual crop contract**

**or**

**100% payment upfront at the time of contract signing, based on acreage estimate.**

**A THREE PERCENT (3%) LATE CHARGE WILL APPLY IF THE BALANCE IS NOT RECEIVED BY THE November 1<sup>ST</sup> DEADLINE.**

## **Section XII CANCELLATION OF LICENSE**

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

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

## **Section XIII HOLD HARMLESS**

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

The Successful Bidder shall, at its own expense, assume the defense of such claims and actions for damages arising out of such injuries or losses which may be brought against the Commonwealth or the Corps by third persons; and shall pay such judgments that may be rendered in such actions, unless such claims or actions for damages and/or judgments arise directly from the negligence of the Commonwealth, any of its departments or agencies, or any of its officers, agents or employees while acting within the scope of their employment.

## **Section XIV** **INSURANCE**

### Liability Insurance.

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

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

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

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

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

### Casualty Insurance

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

## **Section XV** **RECORDS INSPECTION**

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

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



Secretary's order  
11-004.xml

## **Section XVI** **TERMINATION FOR DEFAULT**

If at any time during the period in which the resulting License Agreement is in effect, the Successful Bidder defaults on any obligation incurred hereunder, then the Agreement shall be subject to termination by the Commonwealth with no right of recourse remaining in the Successful Bidder. All rights and benefits herein conferred shall be deemed forfeited, and the Successful Bidder covenants that it shall quietly surrender possession of the licensed premises to the Commonwealth, provided however, that before any termination shall occur under this Paragraph, the Successful Bidder shall be given written notice and be allowed thirty (30) days from the date of receipt of such notice in which to cure such default or noncompliance. If said default or noncompliance is cured within the above time period, then the License Agreement shall remain in full force and effect.

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

- The Commonwealth shall deliver, by certified mail, to the Successful Bidder, a "Notice of Termination" which shall specify (i) the reason(s) for termination of the License Agreement; (ii) the extent to which performance under this License Agreement is to be terminated; and, (iii) the date upon which termination shall become effective.
- The Successful Bidder shall stop performance under the License Agreement on the date indicated and to the extent specified in said "Notice of Termination", unless the default or noncompliance is cured within the time period stated in the notice.
- The rights and remedies of the Commonwealth provided in the above Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**Section XVII**  
**TAXES**

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

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

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

**Section XIX**  
**EMPLOYMENT PRACTICES**

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

**Section XX**  
**PERMITS AND LICENSES**

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

**Section XXI**  
**RIGHT OF ENTRY**

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

**Section XXII**  
**ASSIGNMENT**

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

**Section XXIII**  
**INDEPENDENT CONTRACTOR STATUS**

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

**Section XXIV**  
**MODIFICATIONS/CHANGES**

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

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

**Section XXV**  
**OFFER OF GRATUITIES**

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



**Section XXVI**  
**ENTIRE AGREEMENT**

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

**Section XXVII**  
**FORCE MAJEURE**

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

**Section XXVIII**  
**COMMONWEALTH'S PROPERTY**

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

**Section XXIX**  
**VENUE**

The laws of the Commonwealth of Kentucky shall govern this bid and the resulting License Agreement. Any legal proceeding against the Commonwealth or the departments regarding this License Agreement or any resultant agreement shall be brought in 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 License Agreement, and in the event the Commonwealth prevails, the Successful Bidder agrees to pay all expenses of such action, including attorneys' fees and costs at all states of litigation, as set by the court or hearing officer.

**Section XXX**  
**ADDITIONAL TERMS/CONDITIONS**

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

**Section XXXI**  
**CONFLICT OF INTEREST**

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

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

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

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

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

**Section XXXIII**  
**CONSTRUCTION ON THE LICENSED PREMISES**

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

**Section XXXIV**  
**BID**

A. Evaluation of Bids

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

1. Bid Amount.....100 points

B. Submission of Bid

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

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

Bidders must bid on all of the row crop acreage. **Bidders should submit their bids on the enclosed Bid Form and these should be completely filled out, signed, and submitted in the enclosed bid envelope, with 1 (one) deposit check of \$100.00.** Bidders should indicate the amount they will pay as rental per acre for total row crop acreage. No bid will be accepted below the minimum per acre price as shown on the bid form. The Commonwealth of Kentucky reserves the unqualified right to reject all bids.

In the absence of any written bids for any part of the WMA property, the Department of Fish and Wildlife Resources, Administrative Branch Manager reserves the right to negotiate any contract necessary with a cooperator of its choosing to reach its desired habitat management objectives.

Bid Revisions/Adjustments: Rental rates in response to this RFB shall remain firm for the entire term of the resulting license. If a bidder withdraws; the next highest bidder will be contacted to assume the remaining terms(s) of the license. *However, the Department reserves the right to withdraw field(s) or parts of any field(s) from agricultural licenses.*

C. Withdrawal of Bid

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

D. Bid Subject to These Terms

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

**Information Required in Each BID**

1. Contact: Include the name, address, and phone number of the individual who is to be the principal contact with KDFWR.
2. Signature: The principal contact must include his/her signature on the bid proposal.
3. Bid: Completed, signed forms – page 21 herein.
4. Bid Deposit: \$100.00 for each bid
5. **Please write RFB#021624 on the outside envelope of submitted bid.**

FORM OF PROPOSAL (SEALED BID)

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

RFB NO: XXXX23

BID OPENING: **FEB. 16, 2024**

AT: 3:00 p.m. ET

Subject to the General Terms and Conditions and Authentication of Bid and Affidavit of Non-Collusion and Non-Conflict of Interest, ***I propose to pay the Commonwealth of Kentucky the following annual sum amount for all agricultural land in this sale:***

I PROPOSE TO PAY A BID PRICE PER ACRE PER YEAR:

FOR AGRICULTURE ROW CROP GROUND \$ \_\_\_\_\_ X 87 ACRES = \$ \_\_\_\_\_

**MINIMUM BID PER ACRE: \$ 100.00**

*Signature:* \_\_\_\_\_

*Name:* \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_

Home: \_\_\_\_\_

Cell: \_\_\_\_\_

**AS ADDITIONAL COMPENSATION, BIDDER AGREES:**

**\*\* 10% of corn & soybean MUST BE left standing in each field after harvest\*\***



**Required Affidavit for Bidders, Offerors  
and Contractors  
(KRS 45A.110 & 45A.115)**

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

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

**Attestation**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Bidder or Offeror Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Commonwealth of Kentucky Vendor Code (If known): \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

State of: \_\_\_\_\_ Notary: \_\_\_\_\_

County of: \_\_\_\_\_ My Commission Expires: \_\_\_\_\_

**AUTHENTICATION OF BID AND AFFIDAVIT OF  
NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

1. That I am the Bidder (if the Bidder is an individual), a partner (if the Bidder is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the attached bid or bids covering Kentucky Division of Real Properties RFB No. 021724 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 RFB, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into contracts with KDFWR of Kentucky and is not in violation of any conflict of interest, statute, including the provisions of KRS 45A.330 to 45A.340, 45A.990, 45A.164.390 or KRS 11A.040 of the Executive Branch Code of Ethics; and,
5. That I have fully informed myself regarding the accuracy of the statements made above.

**NOTICE**

1. Any agreement or collusion among Bidders or prospective Bidders which restrains, tends to restrain or is reasonably calculated to restrain competition by agreement to bid at a fixed price, or to refrain from bidding, or otherwise, is prohibited.
2. Any person who violates any provisions of KRS 45A.325 shall be guilty of a felony and shall be punished by a fine not less than five thousand dollars (\$5,000), nor more than ten thousand dollars (\$10,000), imprisonment for not less than one (1) year, nor more than five (5) years, or both such fine and imprisonment. Any firm,

corporation or association which violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars (\$10,000), nor more than twenty thousand dollars (\$20,000).



**STATEMENT OF FINAL DETERMINATION**  
**OF VIOLATIONS PURSUANT TO KRS 45A.485**

Pursuant to KRS 45A.485, the Bidder shall reveal to DMA, prior to the award of a contract, any final determination of a violation by the Bidder within the previous five (5) year period of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342.

For the purpose of complying with the provisions of KRS 45A.485, please list any final determination(s) of violation(s) of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which have been rendered against the Bidder within the five (5) years preceding the award of this contract. Please include the date of the determination and the state agency issuing the determination. (Please use extra sheets if necessary.)

<u>KRS Violation</u>	<u>Date</u>	<u>State Agency</u>
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The Bidder is further notified that KRS 45A.485 requires that for the duration of this contract, the Bidder shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, which apply to the Bidder's operations. KRS 45A.485 further provides that the Bidder's failure to reveal a final determination of a violation of KRS Chapters 136, 139, 141, 337, 338, 341, and 342, or failure to comply with the above-cited statutes for the duration of the contract, shall be grounds for DMA's cancellation of the contract, and the Bidder's disqualification from eligibility to bid or submit proposals to F&W for a period of two (2) years.