



ReconnectWithNature.org

17540 W. Laraway Road
Joliet, IL 60433
815.727.8700 · Fax 815.722.3608

Advertisement for Bids

The FOREST PRESERVE DISTRICT OF WILL COUNTY will receive bids at the Forest Preserve District of Will County's Sugar Creek Administration Center, located at 17540 W. Laraway Road, Joliet, Illinois 60433, until 9:00 a.m. Central time on Friday, May 19, 2023, for:

2024 Organic Farm License Program

at which time the bids will be publicly opened and read.

This project generally includes an opportunity to bid on one (1) Farm License Area dedicated to an organic farming operation located in Custer Township of Will County. For additional information and to download Bid Documents, please visit our website at www.ReconnectWithNature.org. Participants must register in full to be eligible to receive addenda and to submit a bid.

Bid packets can be obtained between 8:00 a.m. and 4:00 p.m., Monday through Friday beginning May 5, 2023, from:

Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433. Phone - 815-727-8700

Bids must be submitted in accordance with the Contract Documents.

The FOREST PRESERVE DISTRICT OF WILL COUNTY reserves the right to accept any bid or any part or parts or combinations thereof, to waive any informalities or irregularities, and to reject any or all bids.

By Order of the Board of Commissioners of the Forest Preserve District of Will County.

For questions regarding the project and for delivery of the bid documents, contact Andrew Hawkins at ahawkins@fpdwc.org or 815-722-9425.

Bringing People and Nature Together

COMMISSIONERS: Steve Balich · Julie Berkowicz · Daniel Butler · Natalie Coleman · El Costa · Katie Deane-Schlottman
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Invitation for Bids 2024 Organic Farm License Program

1. Farm License Area and Location

- Farm Bid I.D.: SRN1
- Sand Ridge Savanna Preserve
- Watershed: Kankakee River
- Township: Custer Township
- Acres: 71 Acres
- Term: 6 Years

2. Owner/Awarding Authority

Board of Commissioners
Forest Preserve District of Will County
17540 West Laraway Road
Joliet, Illinois 60433
815-727-8700

3. 2024 Organic Farm License Program Bid Schedule

May 5, 2023	Bid advertisement and public notice for farm license areas released
May 19, 2023	Public opening of bids, Sugar Creek Administrative Center
June 2023	Conduct interviews with most qualified bidders
August 10, 2023	Board of Commissioners approve award of Farm Licenses
August 2023	Notice of Award of Organic Farm License sent to successful Bidder, Farm license is signed.

5. Bid Submission

Bids shall be submitted to the Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433, in a sealed envelope. Bids shall be submitted utilizing the **Proposal Form** included in this bid packet. The Farm Bid I.D. and "BID ENCLOSED" must be clearly printed on the outside of the envelope.

The Forest Preserve District of Will County (Forest Preserve) will accept Bids until 9:00 a.m. Central time on Friday, May 19, 2023 as stated in the **Advertisement for Bids**. Bids will be publicly opened and read at the Forest Preserve Office at that time. Bidder shall assume full responsibility for timely delivery of bids. Bids received after the stated time shall be rejected and returned.

Bidder shall review all Bid Documents, Organic Farming Program Specifications, and draft License Agreement with respect to the specific requirements of the Forest Preserve for farming Forest Preserve land, prior to Bid submission.

6. Insurance

The successful Bidder shall submit a Certificate of Insurance as evidence of the minimum coverage and limits outlined in the Farm Program Specifications.

7. Qualification of Bidders

All bidders must follow instructions for submitting their bid according to Farm Operator Qualifications and Resources, included in the Instructions to Bidders.

8. Right to Reject or Accept Bids

The Forest Preserve reserves the right to accept any bid, and to reject any or all bids to protect and preserve both the Forest Preserve and the public's best interest.

9. Award of Farm License

Bids will be reviewed by the Forest Preserve and presented to the Board of Commissioners for Award of Farm License at their regular board meeting on August 10, 2023.

The Forest Preserve will issue a written Notice of Award of Farm License to the successful Bidder.

10. Execution of Farm License

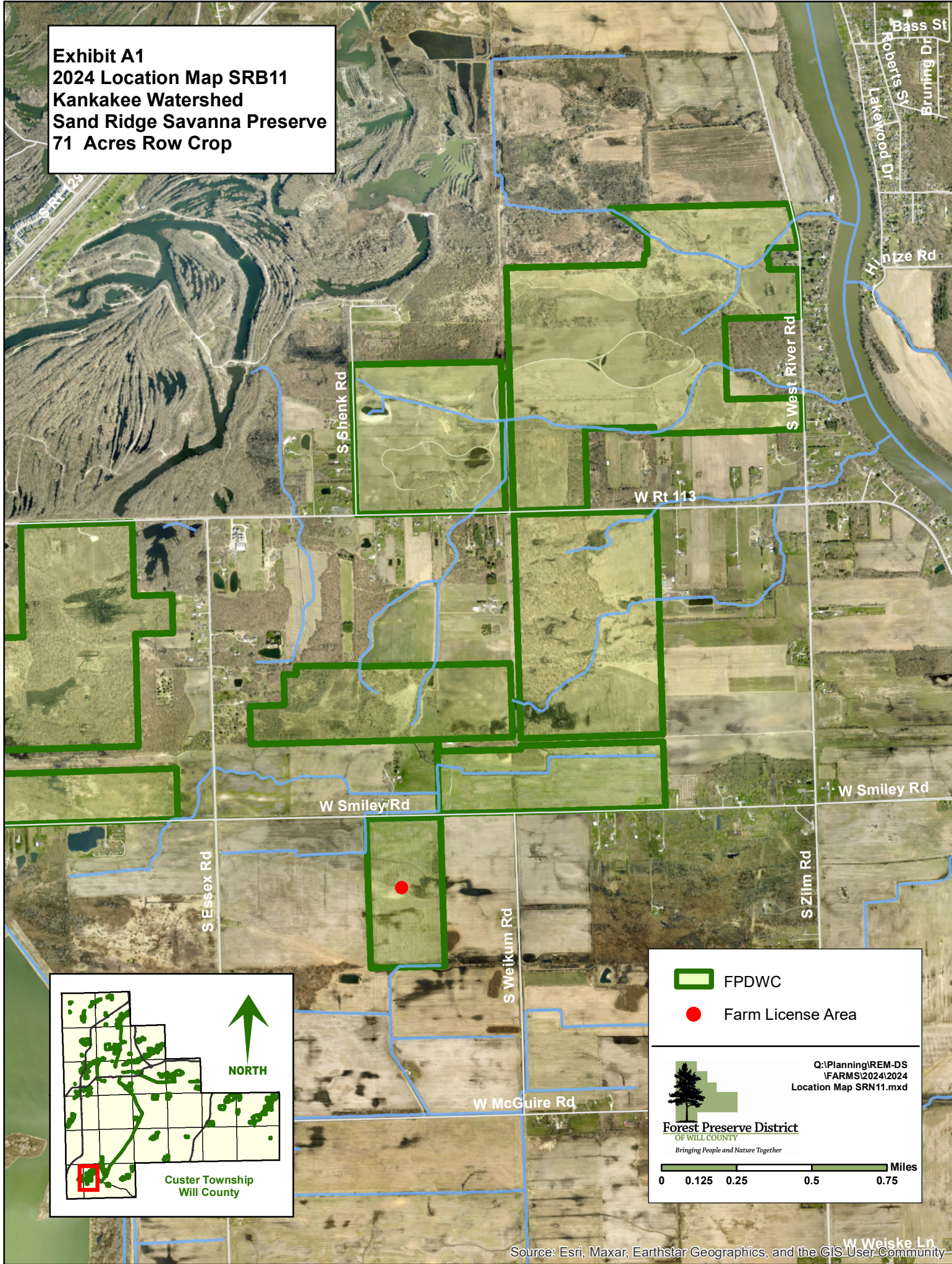
Following receipt of the written Notice of Award of Farm License, the successful Bidder will be required to execute a Farm License with the Forest Preserve no later than August 31, 2023. Execution of the Farm License shall include each of the following:


- Signing the Farm License Agreement
- Submittal of signed Exhibits (if applicable)


11. Location Maps

- Location Map – Exhibit A1
- License Area Map – Exhibit A2


Exhibit A1
2024 Location Map SRB11
Kankakee Watershed
Sand Ridge Savanna Preserve
71 Acres Row Crop



 FPDWC

 Farm License Area

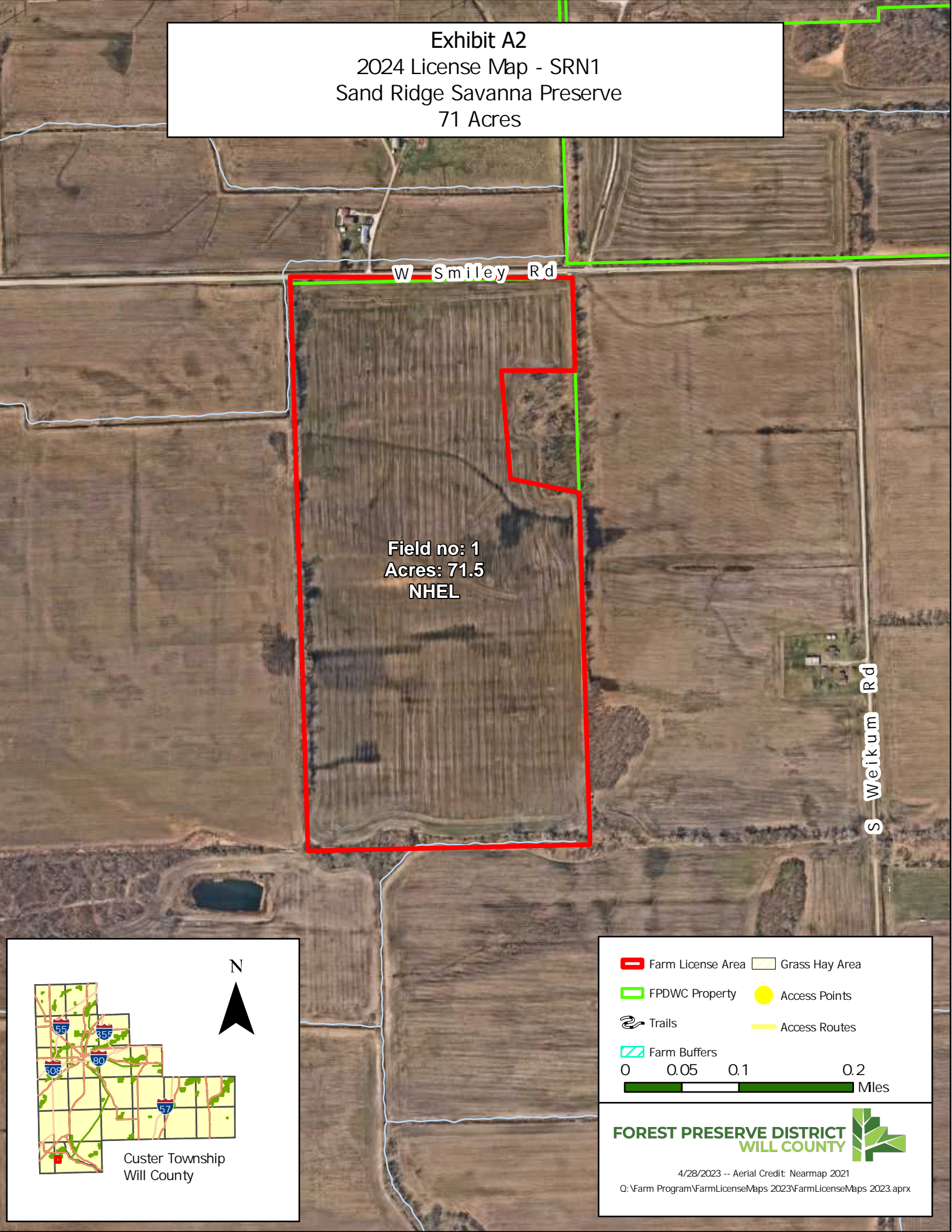
Q:\Planning\REM-DS
FARMS\2024\2024
Location Map SRN11.mxd


Forest Preserve District
OF WILL COUNTY
Bringing People and Nature Together

0 0.125 0.25 0.5 0.75 Miles

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

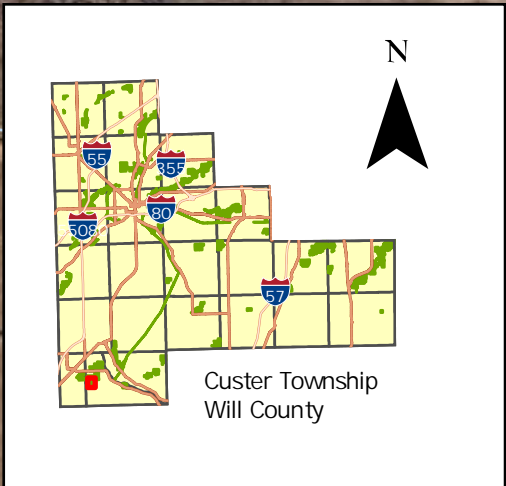
Exhibit A2
 2024 License Map - SRN1
 Sand Ridge Savanna Preserve
 71 Acres



W Smiley Rd

S Weikum Rd

Field no: 1
 Acres: 71.5
 NHEL



Farm License Area	Grass Hay Area
FPDWC Property	Access Points
Trails	Access Routes
Farm Buffers	

0 0.05 0.1 0.2 Miles

FOREST PRESERVE DISTRICT
WILL COUNTY

4/28/2023 -- Aerial Credit: Nearmap 2021
 Q: \Farm Program\FarmLicenseMaps 2023\FarmLicenseMaps 2023.aprx

Instructions to Bidders

1. Examination of Organic Farm Program Specification Documents and Farm License Area

Bidder shall be familiar with the Organic Farm Program Specifications, draft Farm License, local conditions affecting the Farm License area, means of access, soil character, and local regulations and restrictions. Bidder shall be responsible for errors in the Proposal due to failure to comply with these instructions. The Forest Preserve will not be responsible for any change in anticipated profits resulting from such failure or neglect.

Bidder shall use complete sets of Bid Documents as provided in the Bid Document Checklist, when preparing Bids. The Forest Preserve will not be responsible for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents. When Bidder is in doubt as to the true meaning of any part of the Bid Documents, such Bidder shall submit a written request for interpretation by the Forest Preserve.

Bidder shall review the Bid Documents, Organic Farm Program Specifications, location maps, and draft License Agreement with respect to the specific requirements for farming Forest Preserve land.

2. Farm Operator Qualifications and Resources of Bidders

Attach the following to the Proposal Form, in a separate document:

- a. List your crop advisor, Organic Certification Company and any specialized software your operation uses for planning and tracking within your operation.
- b. Provide a brief history and description of your farming operation as it relates to the Organic Farming. Indicate number of years' experience with transitioning to organic as well as farming Certified Organic and when you received your first certification.
- c. Provide three (3) references including name, address, phone and email. References will only be contacted for the top ranked respondents.

3. Organic Farming Operation Plan

Attach the following to the Proposal Form, in a separate document:

Provide a detailed plan for the operation of the farmland as Certified Organic and include your plan for transitioning the farmland. Indicate crop and cover crop rotation, include field numbers, acreage, planned planting dates, and cover termination dates. Explain your plan for weed control and explain the type of nutrients you plan to apply, method and timing of applications.

4. Cash Rent Bid Preparation

Bidder shall submit the annual cash rent proposal on the Proposal Form provided in the Bid Documents. Writing shall be in ink or typewritten. Bidders' signature shall be written in ink. Proposals shall be signed by a person or persons legally qualified to sign such documents. Bidder shall specify, in figures, an amount for each separate item called for on the Proposal Form. Failure to submit an amount for each item on the Proposal Form may result in rejection of Bid

Amounts shall be entered as specified and shall conform to the following:

Base Bid

Unit Bid: Bidders will be furnished with a Proposal Form stating the quantities and units. Bidder shall determine their Unit Bid, calculate the Totals and enter on the form.

Base Bid Total

Bidders shall calculate the Base Bid Total and enter on the form as Base Bid Total. To calculate the Base Bid Total, add the Organic Transition Bid and the Certified Organic Bid, then average by dividing by two (2), then enter on the form. Base bid total calculated as an average of the transition and certified years shall be considered when tabulating the highest bid for the farm license area.

5. Selection Process

Staff will review the submitted proposals and rank them based upon the following criteria:

- a. Organic Farming Operation Plan
- b. Farm Operator Qualifications and Resources
- c. Cash Rent Rate Proposal

Operators will be chosen to meet in an interview to discuss the Operator's qualifications in greater detail. The selected Operator will meet with staff to execute the license and submit required documents.

6. Addendum

Addenda shall be issued to all known Bid Document recipients for any change or clarification of the Bid Documents. Bidder shall acknowledge receipt of Addendum on Proposal Form and attach Addendum to Proposal Form. Addendum shall become part of the Bid Documents.

Written or graphic Addenda will be issued no later than 24 hours prior to Bid Opening. If the Addendum would result in a substantial variance in Bid submissions, Bids will be returned and the program rebid.

Organic Farm Program Specifications at Sugar Creek Preserve

1. License Agreement and Required Documentation

Following the Board of Commissioners award of the Organic Farm License, written notification shall be sent to the prospective Licensee. Notification shall include a cover letter and a draft of the Farm License Agreement (Exhibit A). The cover letter shall indicate the awarded License Area, acreage, price per acre, annual payment schedule and required documentation. The prospective Farm Licensee shall be invited to the Forest Preserve District of Will County (Forest Preserve) office to submit all required documentation and sign the Organic Farm License Agreement.

The prospective Farm Licensee must provide the following:

- Signed Exhibits
- A list of all persons working in the Farm License Area

The Prospective Farm Licensee shall sign the Organic Farm License Agreement and provide the above documentation by August 31, 2023. If the required documentation and signed Organic Farm License Agreement is not received by August 31, 2023, the farm license will then be awarded to the second highest qualified bidder, and the bidder will be prohibited from bids within the District's 2024 Farm License Program.

The Organic Farm License shall be for a six (6) year term, subject to annual approval and extension by the Board of Commissioners. It is understood the first three (3) years shall be dedicated to organic transition, following three (3) years shall be functioning as Certified Organic farmland.

In year five (5) the tenant farmer shall have the option to renew the license for the next six (6) year term, providing the tenant farmer has remained in compliance with the Organic Farming Program. The Forest Preserve reserves the right to adjust the Program. The annual rent rate shall also be negotiated at that time. If the tenant farmer does not wish to renew, the farm license area will go out for bid under the Organic Farm Program for another six (6) year term.

The Prospective Farm Licensee shall provide a Certificate of Insurance for no less than \$1,000,000.00 (one million dollars) in general liability insurance. Certificate of Insurance shall state "Forest Preserve District of Will County, Board of Commissioners, all employees and agents as additional insured". Proof of insurance shall be received no later than January 1, 2024 and renewals on an annual basis by January 1st of each calendar year. If at any time during the term of the license the Licensee's insurance is cancelled, the Licensee is required to notify the Forest Preserve within 10 days of cancellation with official documentation from their insurance company

2. Organic Farm License Fees

Due to the unique nature of organic transition and organic certification in this license, a per-acre bid shall be submitted for the three (3) transition years and a separate per-acre bid for the three (3) Certified Organic years

The Organic Farm License fees shall be paid no later than January 1, 2024 for the 2024 production year. Annual license fees shall be paid no later than January 1, for the following production years of the license.

Payments shall be sent to the Forest Preserve District of Will County, 17540 West Laraway Road, Joliet, Illinois 60433, Attention: Andrew Hawkins, Director of Conservation Programs. License fees may also be paid in person when executing the annual extension. Failure to make timely payments shall impact the Licensee's good standing with the Forest Preserve and may result in termination of the Farm License agreement. Questions regarding payment should be directed to the Forest Preserve's Director of Conservation Programs.

3. Farm License Retirement and Acreage Reductions

If the Forest Preserve elects to permanently retire a farm license area (or portion of) a written notice shall be sent to the Licensee. The notification shall be accompanied by a map indicating the field(s) being retired. Should a license area need to be retired prior to end of the license period, the Forest Preserve will notify the Licensee in the fall of the year prior to retiring the license. Reimbursement is dependent on License payment received for that year. Upon retirement by the Forest Preserve, the Licensee shall return the pad lock key (if key was issued) used to gain access to the farm license area.

If the Licensee is not allowed to harvest crops due to a reduction of the license area, the Forest Preserve will compensate the Licensee for nutrients applied, seed, and lost yield at the standard market rate.

4. Farm License Termination

The Forest Preserve may terminate a license with just cause, providing a 30-day written notice. Cause for termination include, but not limited to, non-compliance with license requirements and best management practices, failure to complete agreed field improvements, and failure to submit the annual license fee.

5. Organic Farming Specifications and Regenerative Agriculture

a. Restricted Activities

The Forest Preserve does **NOT** allow the following:

- Silviculture, orchards, nurseries, perennials, and the cultivation of other crops involving trees, shrubs, etc. whose life span exceed the term of the license, or which may become invasive, unless it is part of a Forest Preserve conservation farming or restoration plan.
- Rice, aquaculture, or other aquatic farming activities which require the impoundment of water
- Apiaries, fur-bearing animal husbandry, or other animal rearing activities which could negatively impact or compete with native wildlife
- Physical alterations of the land and environment such as earth moving, drainage work, tree or brush clearing, etc. unless it is approved as a component of the Organic Farm License and written permission is given.
- Application of sludge
- Storage of harvested crop or hay on the license area in excess of thirty (30) days.
- Application of restricted substances as described in the National Organic Program (NOP)

b. Organic Farm Program Goals

The program shall include the transition of farmland to Certified Organic, obtaining certification and operating the Certified Organic cropland according to the National Organic Program (NOP) standards and Regenerative Agriculture practices. The program also includes the installation of buffer strips, seeded to native vegetation, and maintenance.

c. Regenerative Agriculture Goals

- Improve soil structure, reduce erosion, and increase organic matter utilizing a continuous cover and conservation farming methods
- Increase diversity of organisms within the soil biome by eliminating pesticide use and manage the land for soil health
- Benefit water quality with proper nutrient management, eliminating pesticide use, and decrease run off and erosion
- Provide habitat for pollinators and other beneficial organisms with areas of permanent native vegetation (buffers and waterways)
- Incorporate soil testing results when making decisions on farm system management

d. Organic Certification

- Transition farmland from conventional to Certified Organic farmland
- Obtain organic certification of the farmland with the support of an organic crop advisor
- Retain organic certification throughout the term of the license and continue to meet all the National Organic Program standards

e. Community Benefits

- Collaborate with the Forest Preserve to engage in public education about organic farming and regenerative agriculture through farm tours and events

6. Maintenance

Licensee understands that drain tile, basins, risers, outlets and control structures shall be maintained to ensure structures are clear of debris and functioning properly. Under the direction of the Forest Preserve, the Licensee is responsible for the repair of damaged drain tile, risers, outlets and control structures.

Access areas and access lanes shall be maintained to prevent weeds, woody vegetation and provide clear access routes for vehicles. Vegetation shall be mowed if height is over 24 inches and/or annual mowing after August 15th.

Contour grass strips, grassed waterways, terraces and basins shall be maintained to prevent woody vegetation growth and undesirable weeds. Occasionally, maintenance will be needed to remove sediment from the edge of the contour grass strips and grassed waterways. Basin risers shall be maintained to prevent residues and debris from obstructing drainage.

If the Licensee damages Forest Preserve boundary signs, they shall contact the Forest Preserve to obtain a replacement boundary sign and for location assistance. Installation of the signage is the responsibility of the Licensee

If issues arise that hinder the Licensee's ability to remain in compliance with required maintenance, the Licensee must contact the Forest Preserve immediately.

7. Reporting

Licensee shall report all nutrients and acceptable applications applied to all fields. Reporting forms provided by the Forest Preserve may be used for reporting or, Licensee may use their own. Crop yields shall be reported annually for each license area.

Previous land use affidavit with dates of last application of restricted products shall be provided by the Forest Preserve.

8. Compliance

Farm license area field assessments will be conducted throughout the year. Monitoring will include compliance with mowing, maintenance, license agreement conditions, Organic Farm Program Specifications, and field improvements (if applicable). Non-compliance issues will jeopardize the extension of the farm license for the next agricultural year (license termination), and licensee will be considered a Non-Responsible bidder for the next three years. If issues arise that hinder the Licensee's ability to remain in compliance, the Licensee must contact the Forest Preserve immediately.

9. Organic Farming Operation Plan

The Organic Farming Operation Plan submitted with the bid response shall be incorporated herein. Modifications to the plan shall be reviewed and approved by staff.

The Operator shall keep a detailed plan for the operation of the farmland as Certified Organic including the plan for transitioning the farmland. The plan shall indicate crop and cover crop rotation, field numbers, acreage, planned planting dates, and cover termination dates. The plan shall also explain the plan for weed control and explain the type of nutrients intended to be applied, method and timing of applications.

10. Exhibits

Exhibit A.....Draft of Farm License Agreement

EXHIBIT A

Draft of Farm License

Sand Ridge Savanna Preserve

SRN1

2024 Organic Farm License Agreement
Draft

ORGANIC FARM PROGRAM LICENSE AGREEMENT

License Area I.D.: SRN1

LICENSE NO. 24-##

ORDINANCE NO. ###

TRACT NO. ###

LICENSEE: Name

PRESERVE: Sand Ridge Savanna Preserve

AGREEMENT made this 10th day of August, 2023, between the FOREST PRESERVE DISTRICT OF WILL COUNTY, a Body Corporate and Politic, 17540 W. Laraway Road, Joliet, IL 60433, LICENSOR, and Name, LICENSEE.

WHEREAS, the LICENSOR is the owner of certain lands situated in the County of Will, Township of Custer and State of Illinois described as:

FPD Tract No.	Field No.	Acreage	FS Farm	Row Crop or Grass Hay	HEL or NHEL
				Row Crop	NHEL

and commonly known as Sugar Creek Preserve and further described on location Exhibits A1 – A2, attached to and made a part of this Agreement by reference (herein referred to as LICENSE AREA), with ### acres of Row Crop.

WHEREAS, LICENSEE desires to use the above-described real estate for organic farming purposes for the 2023 agricultural production year with annual review and approved extensions through the 2028 agricultural production years conditioned upon annual review and approval by LICENSOR’s Board of Commissioners; and

WHEREAS, the LICENSOR hereby grants to the LICENSEE a FARM LICENSE for the 2024-2029 farm production years on the LICENSE AREA pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. LICENSEE shall pay LICENSOR for License Area SNR1 for each year of the LICENSE. The parties understand that the number of acres, and the LICENSEE’s per acre bid, determine the calculation of the annual license fee. LICENSEE agrees that the 2024 License Fee shall be paid no later than January 1, 2024. Failure to pay the license fee by this date will terminate the license. The annual License fees shall be paid no later than January 1, for each of the following production years of the license.

2024 Organic Farm License Agreement

Draft

3. The LICENSEE understands that the License Fee of \$####/acre is for the first three (3) years (transitioning to organic) of the license, for a total annual license fee of \$#####, further defined as beginning on January 1, 2023, at 12:00 AM and ending on December 31, 2026 at 11:59 PM. The License Fee of \$####/acre is for the last three (3) years (certified organic) of the license, for a total annual license fee of \$#####, further defined as beginning on January 1, 2027, at 12:00 AM and ending on December 31, 2029 at 11:59 PM. Payments shall be sent to LICENSOR's address noted above and to the attention of: Andrew Hawkins, Director of Conservation Programs. Payments may also be made in person at the time of signing the annual extension.

4. LICENSOR grants LICENSEE a personal license for use of said property by LICENSEE and LICENSEE's employees only, in accordance with the terms and conditions of this LICENSE agreement. LICENSEE has identified on the attached form (Exhibit) all persons, including subcontractors, who will be performing any work within the LICENSE AREA. Besides these identified persons, LICENSEE shall not permit any other person to use the LICENSE AREA without prior written consent of LICENSOR. LICENSEE shall not use or permit the LICENSE AREA to be used for any unlawful purpose or in any manner that will unreasonably disturb neighbors. LICENSEE shall not allow any signs or placards to be posted or placed on the LICENSE AREA, or erect, build, construct, or install any structures or improvements on the LICENSE AREA without prior written consent of the LICENSOR, which consent may be withheld at the LICENSOR's sole discretion.

5. The LICENSEE has inspected the LICENSE AREA prior to signing this FARM LICENSE, has received the results of soil testing of the LICENSE AREA, (if requested) and accepts the condition of the LICENSE AREA "as is", including, but not limited to the soil conditions of the LICENSE AREA.

6. The LICENSEE understands that they have no rights, including farming said property or to utilize any structures on said property except for those rights granted under this LICENSE. LICENSEE shall not damage, destroy, or suffer to be damaged any structure, utilities or other installed fixture including but not limited to signs or fences or any trees or existing buffer area located within the LICENSE AREA and shall not commit any waste or nuisance upon the LICENSE AREA. LICENSEE will keep any fences or access areas included within the LICENSE agreement in as good a state of repair as they are now; ordinary wear excepted. LICENSEE shall notify and obtain written approval from the LICENSOR prior to beginning any non-farming work on the LICENSE AREA, including but not limited to, fence repair, road or access repair or improvements, tree trimming or beaver dam removal.

7. The LICENSOR agrees that the LICENSEE may, without further license on the part of the LICENSOR, use the above-described property for the purpose of farming the land. The LICENSEE agrees to farm the LICENSE AREA in a husband-like manner, utilizing National Organic Program standards and Regenerative Agriculture practices. If there are highly erodible land (HEL) fields on the parcel, the LICENSEE is responsible for working with the LICENSOR to developing, implement and maintain a conservation farming plan, if needed.

2024 Organic Farm License Agreement

Draft

8. The LICENSEE shall ensure that adequate soil nutrients are present by reviewing, prior to fertilizing, soil tests provided by the LICENSOR. (if requested) Only National Organic Program (NOP) allowed substances shall be used on the farm areas for nutrient management.

9. LICENSEE shall provide LICENSOR with a list of all applications LICENSEE has applied within the licensed area. Reporting forms provided by the LICENSOR (Exhibit _) may be used for reporting, or LICENSEE may use their own. Such list shall be reviewed by LICENSOR and approved and become an attachment to this LICENSE. Only NOP allowed substances shall be applied for nutrient and pest management. The LICENSEE shall be liable for future claims for damages or injuries attributable to substances applied by the LICENSEE, LICENSEE's employees or subcontractors and shall hold LICENSOR and its Commissioners, officers, agents, attorneys and employees harmless from same.

10. It is agreed that this Farm License be devoted to the production of organic crops and crops produced during the organic transition period, unless prior written permission has been granted by the LICENSOR.

11. Existing buffer areas shall be left in place and LICENSEE acknowledges that it is the LICENSOR's goal of incorporating buffers up to 50 feet from woodlands, waterways, streams, creeks, lakes, ponds, wetlands or permanent waterways and that the LICENSE AREA may be reduced at the conclusion of any license year with the requirement by the LICENSOR for installation of additional buffer area. There shall also be a vegetated buffer of 5 feet from any of the LICENSOR's boundary signs on or along any Forest Preserve property boundary lines. If the LICENSEE damages Forest Preserve boundary signs, they shall contact the LICENSOR to obtain replacement boundary signs and for location assistance. Installation of the signage is the responsibility of the LICENSEE.

12. LICENSOR reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the LICENSEE, as provided in this LICENSE.

13. The LICENSEE agrees that this LICENSE is purely a personal license to use said property for farming purposes. The LICENSOR may amend or terminate this LICENSE at any time and for any reason by giving thirty (30) days written notice of the amendment or termination to the LICENSEE. Recompense shall be made by the LICENSOR for the LICENSEE's lost crops at the standard market rate if the LICENSEE is not allowed to harvest these crops, due to the LICENSOR's termination of this license without cause. This LICENSE is not assignable or transferable to any person, company, or corporation, in whole or in part. LICENSEE is prohibited from sublicensing any of the LICENSE AREA, and any such sublicensing shall be grounds for termination of this LICENSE for cause.

14. The LICENSEE shall maintain ONE MILLION DOLLARS (\$1,000,000.00) of liability insurance on the subject farm throughout the term of the LICENSE with an insurance company acceptable to the LICENSOR. LICENSEE shall purchase insurance with said company naming the LICENSOR, the LICENSOR's Board of Commissioners, and all employees and agents of the LICENSOR as additional insured on the liability policy. Proof of such coverage must be on file with the LICENSOR on or before January 1, 2024. Failure to submit such proof by this date

2024 Organic Farm License Agreement

Draft

may terminate this LICENSE. The LICENSEE'S policy must also cover all contractors hired by the LICENSEE working on the land, or the contractor must provide proof of insurance for the above referenced amount.

15. The LICENSEE acknowledges that they enter upon operation of this LICENSE with full knowledge of the condition of the property, and that they assume sole responsibility for any loss of life or injury that may be sustained. LICENSEE shall hold harmless, indemnify, and defend the Forest Preserve, its Commissioners, Officers, Agents, Attorneys and Employees against any and all losses, expenses, claims, costs, suits and judgments, fees and expenses, including without limitation litigation costs and attorneys' fees on account of (a) any failure on the part of the LICENSEE to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this LICENSE or which may result from LICENSEE's exercise of its rights contained herein. The provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by LICENSEE pursuant to this agreement.

16. SPECIAL CONDITIONS

A. The LICENSEE understands that Organic Farm Program Specifications and goals attached hereto as Exhibit __, are additional License conditions governing the license granted as well as the licensed area. If issues arise that hinder the LICENSEE's ability to remain in compliance with the Organic Farm Program Specifications, the LICENSEE must contact the LICENSOR.

B. LICENSEE understands that drain tile, basins, risers, outlets and control structures shall be maintained to ensure structures are clear of debris and functioning properly. Under the direction of the LICENSOR, the LICENSEE is responsible for the repair of damaged drain tile, risers, outlets and control structures. If issues arise that hinder the LICENSEE's ability to remain in compliance with required maintenance, the LICENSEE must contact the LICENSOR.

C. LICENSEE understands the LICENSE AREA will be subject to inspections to verify compliance with the Organic Farm Program Specifications. Non-compliance issues will jeopardize the extension of the Farm License for the next agricultural year (license termination), and LICENSEE will be considered a Non-Responsible bidder for the next three years. If issues arise that hinder the LICENSEE'S ability to remain in compliance, the LICENSEE must contact the Forest Preserve immediately. LICENSE AREAS will also be inspected for the presence or absence of invasive weeds. In the event an infestation of invasive weeds is discovered, LICENSEE must immediately provide the LICENSOR with course of action to remedy the infestation.

D. LICENSEE accepts as a condition of this License, improvements to be made to the LICENSE AREA per attached Exhibit __.

2024 Organic Farm License Agreement
Draft

LICENSOR:

FOREST PRESERVE DISTRICT OF WILL COUNTY

BY: _____
Ralph Schultz, Chief Operating Officer

DATE: _____

LICENSEE:

BY: _____

DATE: _____

BY: _____

DATE: _____

Draft

2024 Organic Farm License Agreement
Draft

EXHIBITS and MAPS...

Draft

Proposal Form

Applicants Name: _____

1. Farm License Area:

Sugar Creek Preserve, SRN1

2. Bid Opening

Date: May 19, 2023

Time: 9:00 AM

Place: Forest Preserve District of Will County
17540 W. Laraway Road
Joliet, Illinois 60433

3. Bid Document Checklist:

The following is a checklist of documents which should appear in the Bid packet. Bidder shall complete the checklist and contact the Forest Preserve if any of the documents have been omitted.

Section	No. of Pages	Yes	No
Invitation for Bids	4	<input type="checkbox"/>	<input type="checkbox"/>
Instructions to Bidders	2	<input type="checkbox"/>	<input type="checkbox"/>
Organic Farm Program Specifications	15	<input type="checkbox"/>	<input type="checkbox"/>
Proposal Form	2	<input type="checkbox"/>	<input type="checkbox"/>

4. Addendum:

Bidder acknowledges receipt of the following addendum to the Bid Documents and has attached the addendum to the Proposal Form. When addenda to the Bid Documents were not issued, indicate "None."

Addendum Number

Date of Addendum

Applicant Name: _____

5. Proposal Form

2024-2029 Farm License Years

Description	Quantity	Unit	Unit Bid	Total
Base Bid 2023-2025, Organic Transition				
Sand Ridge Savanna Preserve, SRN1	71	Acres		
(Annual cash rent) Organic Transition Bid (a)				
Base Bid 2026-2028, Certified Organic				
Sand Ridge Savanna Preserve, SRN1	71	Acres		
(Annual cash rent) Certified Organic Bid (b)				
Base Bid Total (a+b)/2				

6. Applicant Information:

Applicant and Company Name _____

Address _____

Telephone _____ Fax _____ Email _____

Signature _____ Date _____