

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
SPECIFICATIONS FOR CASH FARM RENTAL BID # 2016-51

October 26, 2016

To All Bidders:

Sealed bids will be received until 2:30 p.m. prevailing time, on November 10, 2016 by the Board of Education of Huntley Community School District 158, McHenry and Kane Counties, Illinois, for the Cash Farm Rental Bid # 2016-51. All bids will be publicly opened in the Administrative Offices, Board Room, 650 Academic Drive, Algonquin, Illinois. A pre-bid meeting is scheduled for 2:00 p.m. on November 1, 2016 at 650 Academic Drive, Algonquin, Illinois.

Bid proposals will be received until the scheduled closing time and shall be publicly read and announced at that time. Bids shall be submitted in an opaque sealed envelope addressed to:

Cash Farm Rental Bid #2016-51
Huntley Community School District 158, 650 Academic Drive, Algonquin, Illinois 60102

The Board of Education, of Huntley Community School District 158, reserves the right to reject any or all bids or parts thereof, to waive any irregularities or informalities in the bidding procedure and to award the contract in a manner serving the best interest of the school district.

All bids submitted shall be valid for a period of (90) ninety days from the date of bid opening. The only alterations, which may be allowed, will be those approved by the Board of Education. No immediate decision shall be rendered concerning the bids submitted at time of opening.

The Bidder shall be actively engaged in work of the nature of the project for which bid(s) are submitted as described in the terms of the Cash Farm Rental.

All bidders interested in providing a proposal must submit a completed copy of the “Intent to Provide Bid Form” to the Huntley Community School District 158 Operations and Maintenance Office no later than 3:30 pm seven days prior to the bid due date in order to insure that bidder is notified of any Addenda to the Bid Specifications in a timely manner to afford the bidders an opportunity to provide a complete bid.

Bidding documents will be on file and may be obtained from the Huntley Community School District 158 website (www.district158.org) or by calling the office of the Director of Operations and Maintenance, 650 Academic Drive, Algonquin, Illinois 60102, telephone (847) 659-6163, fax (847) 659-6126.

All questions and responses will be forwarded to all prospective bidders via fax and addendum. Questions received within five (5) business days of the bid opening date can not be answered to assure fairness in the bidding process.

Sincerely,

Doug Renkosik
Director of Operations and Maintenance

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GENERAL CONDITIONS

See "Instructions to Bidders and General Conditions" later in this document.

When a bidder signs the bid form, the bidder acknowledges having read and agrees to all the conditions and terms listed in the "Instructions to Bidders and General Conditions".

In addition, the bidder must sign and include copies of all pages of the bid form for a complete bid.

No bid bond is required with this bid.

Any interpretation of the bid specifications will be made only by an addendum duly issued by the Director of Operations and Maintenance or the Superintendent of Schools. A copy of such addendum will be faxed, e-mailed, and/or mailed to each person receiving a set of such contract documents and to such prospective bidders as shall have requested that they be furnished with a copy of each addendum.

Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of his proposal. Bidders shall acknowledge receipt of each addendum issued in the space provided on the proposal form.

Oral explanations will not be binding.

Award will be made by official Board documents. Bidder's order form is not acceptable and can not be used.

SCOPE OF WORK

Farm and perform noxious weed control for Huntley Community School District 158 as indicated in the attached farm Rental.

FARM RENTAL

By submission of a bid, the bidder agrees to comply with all terms and conditions of the attached sample Rental contract document.

BID SCHEDULE

Advertisement of the bid to be published in Daily Herald no later than October 28, 2016

Pre-bid meeting would be held on November 1, 2016 at 2:00 p.m.

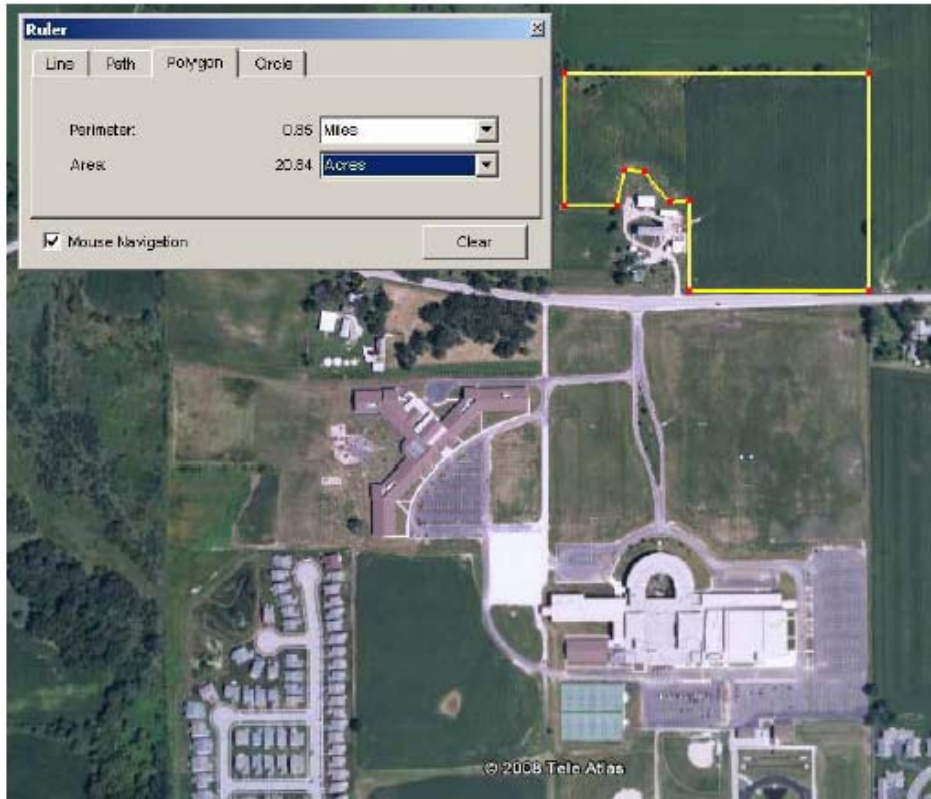
Bid responses would be due to the District on November 10, 2016 by 2:30 p.m.

Bid award, pending BOE approval, on the evening of November 10, 2016

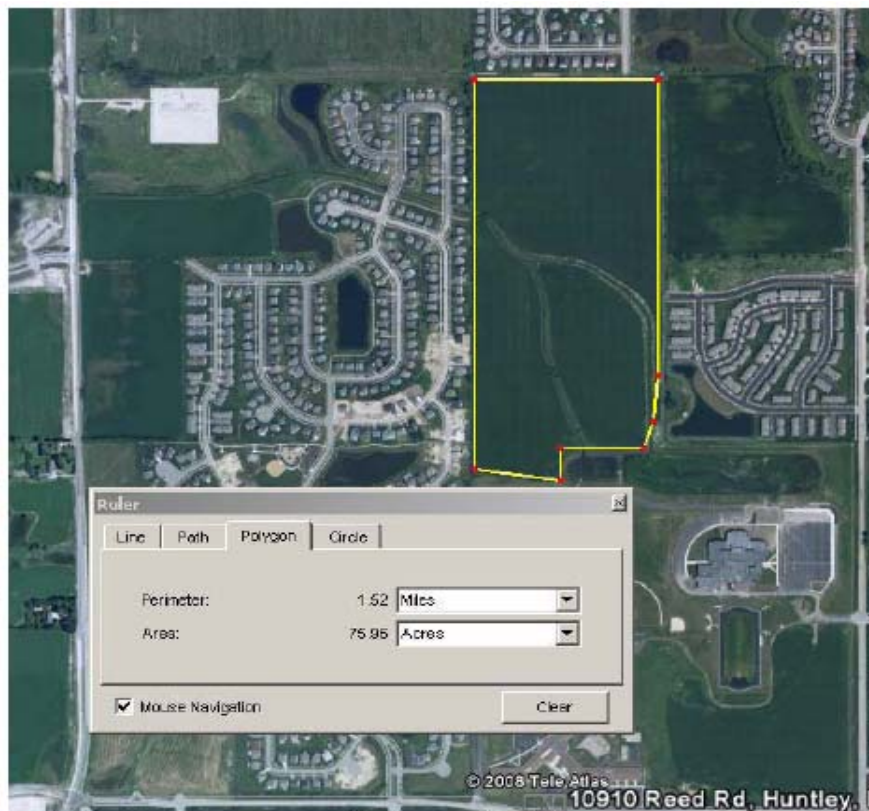
FARMLAND ACRES

	Subtotal Acres	Harmony Road Campus	Reed Road Campus	Square Barn Road Campus
Harmony Road North	20.84	20.84		
Reed Road North	75.96		75.96	
Reed Road South	26.89		26.89	
Academic Drive West	33.7			33.7
Academic Drive East	9.85			9.85
Totals	167.24	20.84	102.85	43.55

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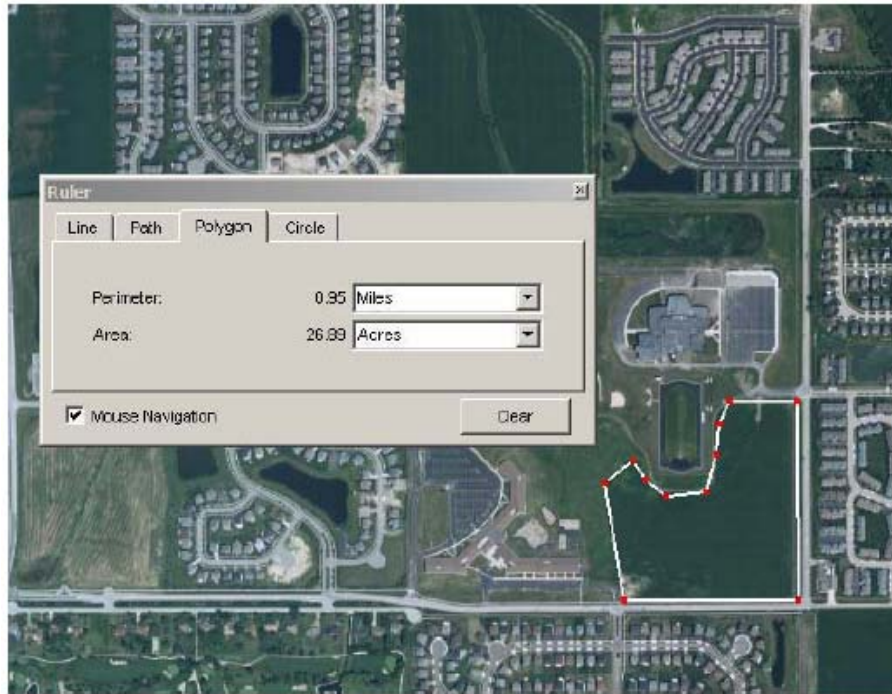


Harmony Road North – 20.84 Acres

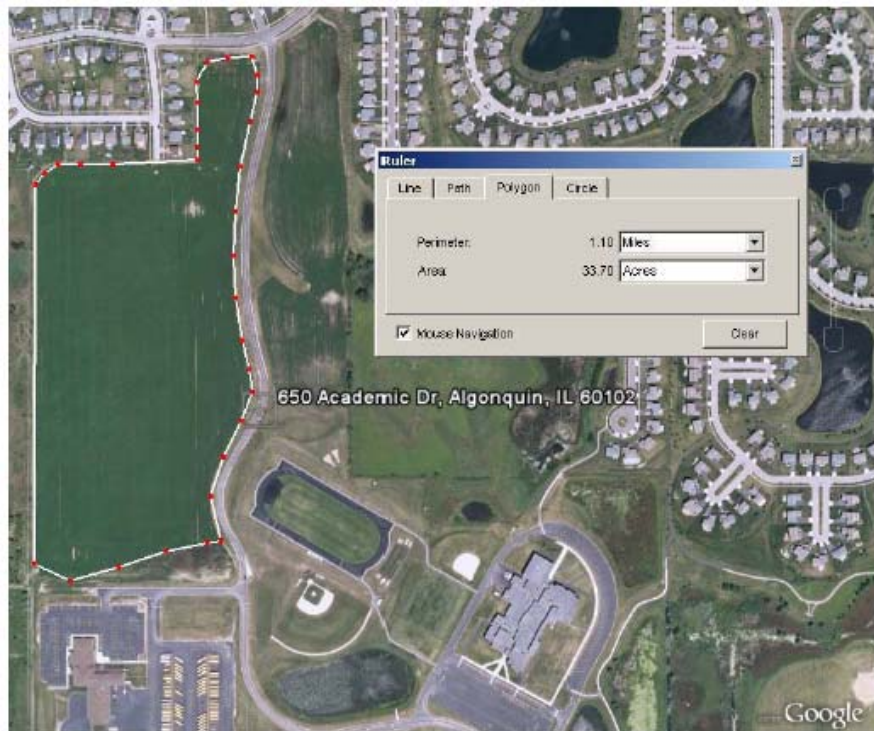


Reed Road North – 75.96 Acres

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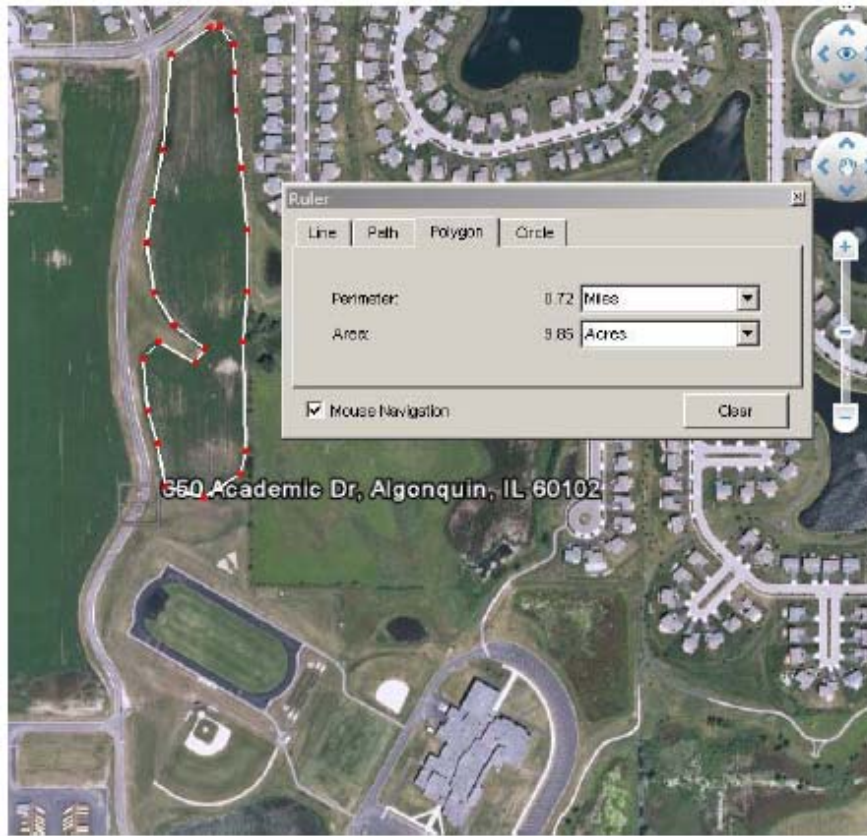
Reed Road South – 26.89 Acres



Academic Drive West – 33.70 Acres

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Academic Drive East – 9.85 Acres

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Instructions to Bidders and General Conditions

1. GENERAL

- A. Bidders shall prepare their submission in compliance with the instructions in this package. **ALL BIDS MUST BE SUBMITTED ON THE BID PROPOSAL FORM PROVIDED IN THIS PACKAGE.**
- B. Facsimile copies of bids are not accepted
- C. Bids must be submitted in a sealed envelope. They should be addressed to the Superintendent of Schools, School District 158 Administration Center, 650 Academic Drive, Algonquin, IL 60102.
- D. The sealed envelope with the bid should be marked in the lower left hand corner with the District bid number noted.
- E. A completed copy of the Intent to Provide Bid form must be completed, signed and submitted no later than due date listed on the form which is located later within this document.
- F. The following **MUST** be included in the returned bid response as a part of a complete bid. These forms must be fully completed, signed, and notarized as required on forms:
 - i. One complete paper copy of the Bid Proposal Form which includes
 - 1. Bid Price page
 - 2. Certificate of Eligibility To Bid
 - 3. Certificate of Compliance To The Illinois Department of Human Rights
 - 4. Hold Harmless Agreement
 - 5. Reference List
- G. Bids will not be accepted after the scheduled date and time of the bid opening.
- H. All bids must be typed or written in pen. Pencil is not acceptable. **BIDS WRITTEN IN WITH PENCIL WILL BE REJECTED.**
- I. The District reserves the right to reject any or all bids. Bid awards will not necessarily be made on the basis of price alone: suitability to purpose, design, quality, past service, date of delivery, responsibility and other factors deemed to be in the best interest of the District may also be considered. The District shall be the sole judge of these factors. In all instances, the decision rendered by the School Board shall be final and not subject to contest by others.

2. EXCEPTIONS

Any exceptions to these conditions or deviations from the specifications must be submitted in writing and attached to the bid form.

3. FIRM BID PRICES

Prices, terms and conditions must be firm for a period of sixty days from the date of the bid unless otherwise agreed to by DISTRICT 158 and the bidder.

4. EXEMPTION FROM TAXES

DISTRICT 158 is exempt from Federal, State, and Municipal taxes.

5. INVESTIGATION OF BIDDERS

Bidders who are bidding on this cash farm rental for School District 158 shall submit references (five preferred) including name, addresses, and phone numbers of Property Owners for which bidder has maintained similar agreements in the last four years. These should be from property owners preferably in the northwest suburban area. The five references must be for five different property owners. The Board of Education reserves the right to reject any bid if it is determined that

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the bidder is not qualified to accomplish the work described in the specifications in an acceptable manner.

6. RESERVATION OF RIGHTS BY THE DISTRICT

The Board of Education reserves the right to reject any or all bids and award the bid in the best interest of the District.

7. DEPARTMENT OF HUMAN RIGHTS REGULATIONS

All bidders must abide by and attest to the fact that they are in compliance with the Illinois Human Rights Act as amended effective July 1, 1993 (formerly the Fair Employment Practice Commission). The D.H.R. (formerly F.E.P.C.) number must be on the bid form. Bidders who do not have a D.H.R. number can satisfy this requirement by signing the enclosed Certificate of Compliance and submitting it with the bid.

8. ELIGIBILITY TO CONTRACT

Vendor, pursuant to Section 5/10-20.21(b) of the School Code, with submission of its bid certifies that neither it, nor any of its partners, or officers or owners:

- A. Have been convicted in the past five (5) years of the offense of bid-rigging under Section 33E of the Illinois Criminal Code of 1961, 720 ILCS 5/33E -1 et seq., as amended;
- B. Have ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961, as amended;
- C. Have ever been convicted of bribing or attempting to bribe an officer or an employee of the State of Illinois; or
- D. Have made an admission of guilt of any of the above conduct which is a matter of record.

Vendor acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification is false.

9. CRIMINAL BACKGROUND INVESTIGATIONS

Vendor hereby represents, warrants and certifies that no officer or director of vendor has any knowledge that any employee thereof has been convicted of committing or attempting to commit any one or more of the following offenses set forth in Section 5/21-23a of the Illinois School Code or who falsifies, or omits facts from his or her employment documents.

Vendor agrees that it shall not employ any person who has or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all employees or applicants who may have direct contract with employees shall be required to furnish a written "Authorization for Criminal Background Information" on forms provided by the district authorizing the Board of Education to request a criminal background investigation of said person pursuant to 105 ILCS 5/10-21-9 as amended by P.A. 96-1452 and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Vendor further agrees to submit with said authorization for any costs and expenses associated with the criminal background investigation.

Vendor further represents, warrants and certifies that no employee or applicant with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, including the Sex Offender Registry Act, and the Statewide

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Instructions to Bidders and General Conditions

Child Murder and Violent Offender Against Youth Database shall be employed thereby in any position that involves or may involve contact with the students of the school district.

10. NONDISCRIMINATION

Vendor, certifies with submission of a bid, that it does not engage in discriminatory practices regarding employment or delivery of or access to services and programming and that it fully complies with the requirements of federal and State civil rights laws, including but not limited to: the Illinois Civil Rights Act of 2003, P.A. 93-0425; Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.; the Americans with Disabilities Act, 42 U.S.C.12101 et seq., and the Rehabilitation Act of 1973, as amended, 29 USC 701 et seq., as well as the rules and regulations promulgated there under.

Vendor acknowledges that the School Board may declare any contract awarded pursuant to this bid void if this certification pursues false.

11. FORCE MAJEURE

The parties to any contract shall be excused from performance during the time and to the extent that they are prevented from obtaining goods or performing services by acts of God, fire, or power failure or reduction, provided that: satisfactory evidence thereof is presented to the District, and provided further that it is satisfactorily established that the non-performance was not due to the fault or negligence of the party not performing. The scheduled completion date stipulated in these specifications shall be adjusted by a period of time equal to such time lost because of the stated condition.

12. SIGNATURE CONSTITUTES ACCEPTANCE

The signing of the bid form shall be construed as acceptance of all the provisions contained herein.

13. EXAMINATION OF SITE

Before submitting a bid, the contractor should visit the site and is responsible for knowing the conditions affecting the work. Failure to visit the site(s) shall not be accepted as a valid reason for any changes by the successful bidder.

14. SAFETY

The contractor is responsible for making sure that all conditions are safe for pedestrians and workers. Any precautionary measures such as warning signs, barricades, etc., that might be necessary shall be at the expense of the contractor and provided for in the quoted price.

15. CHANGE IN SCOPE

Contractors and sub contractors must receive prior written approval from DISTRICT 158's Operations and Maintenance Office before proceeding with any change in scope or change in cost.

16. BID SUMMARIES

Bid Summaries will be mailed within three business days after the Board approves the lowest responsible bid.

17. MATERIAL SAFETY DATA SHEETS

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All contractors performing work in DISTRICT 158 Buildings shall submit, to the Operations and Maintenance Office, copies of Material Safety Data Sheets (MSDS) on all building materials to be used in accordance with the Illinois Department of Labor's Hazardous Communication Program Regulations prior to the commencement of work. Contractors must maintain a legible copy of these MSDS sheets on file at the job site at all times while construction is in progress. Periodic District checks may be performed, contractor must be able to furnish information on demand. Contractor must provide adequate control measures to protect the occupants of the building before, during, and after the use of any building materials which contain hazardous ingredients. Contractors who must use building materials which contain hazardous ingredients must review with and get approval on the intended control measures prior to the commencement of the work.

In addition, all contractors who are to perform work at DISTRICT 158 facilities must make their employees aware of DISTRICT 158's Hazardous Communication Program. DISTRICT 158 has a copy of all MSDS sheets on products at the building which the District has purchased. The binder containing those MSDS sheets is in the health office of each building. If any contractor's employee would like a copy of DISTRICT 158's Hazardous Communication Plan procedure or a particular MSDS sheet of a particular material the DISTRICT 158 has delivered to the site from a source other than the contractor, please see the custodians at the building to get a copy duplicated.

18. CONTRACT

Successful bidder must execute a contract with the District in the form provided in the sample with this document. The contract incorporates all provisions of the instruction to bidders and general conditions.

19. CONTACT WITH STUDENTS

When School is in session, personnel shall have absolutely no contact with students. Any expense to be incurred for the contractor to meet the following access limitations shall be a part of the renter's bid.

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Instructions to Bidders and General Conditions
Sample Contract

Cash Farm Rental Agreement between _____ and Huntley Community School District # 158

This document (this "Rental") is entered as a binding and non revocable bid for the three (3) year cash rent of farm land more particularly described herein. The Parties to this Rental are **Huntley Community School District No. 158 ("D158")** and (**collectively "Renter"**). Upon acceptance by approval of the D158's Board of Education, the Rental will commence on the following terms and conditions for the consideration specified herein:

Whereas the Board of Education of D158 has deemed the real estate consisting of approximately ___ acres of tillable farm land, the remaining un-tillable land and improvements thereon legally described on Exhibit A hereto (**the "Rented Premises"**) unnecessary, unsuitable, and inconvenient for a public school and unnecessary for the use of D158 for at least the next three (3) years; and now therefore, for and in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

Article 1.0 – Rent

- 1.1 Base Rent (Bid Amount). Renter Agrees to pay as Base Rent the following amount of fixed cash rent per acre \$ _____ being a total of \$ _____ annually. (based on ___ tillable acres)
- 1.2 Payment. Base Rent shall be due and payable together no later than the third Monday in January prior to commencement of the Rental Year. Rent Commencement shall be January 2017 for the first contract year growing season of 2017, with the final rental payment being January of the same year as the last contract year growing season.
- 1.4 Insurance. Renter agrees for the Term of this Rental to maintain general commercial liability insurance on the Rented Premises with a reputable insurer, naming D158 as an additional insured with minimum liability coverage limits of \$1,000,000 per occurrence and \$100,000 per person, and property damage limits of \$100,000. Renter shall furnish a certificate of insurance to D158 demonstrating the purchase of such coverage, and further notify D158 of any termination or change in coverage. In the event D158 discovers that such coverage has not been maintained, it may purchase such additional coverage as it deems necessary and may add the additional premium to Additional Rent hereunder.
- 1.5 Guaranty. In the event that Renter is a corporate entity or limited liability company, a suitable personal guaranty from each of the officers and directors of the corporation or members of the LLC shall be given to secure the payment of Rent hereunder, to qualify the corporate entity as a responsible bidder.

Article 2.0 - Rented Premises – Term

- 2.1 Description. The Rented Premises are described on Exhibit A attached hereto and incorporated by reference.
- 2.2 Tillable Acres. The Rented Premises consist of a total of +/- 167 acres of land on three District 158 Campus properties, of which about 175 acres are tillable. The Base Rent in this Rental is based upon the tillable acreage only, however the Renter's other obligations hereunder shall extend to the entire 179 acres of the Rented Premises and all improvements thereupon.
- 2.3 Base Soil Nutrient Levels. Renter shall have soil samples taken on the Rented Premises at its own expense to establish a baseline level of the soil nutrient and mineral values for purposes of calculating the rate of fertilizer application necessary to maintain those values at the crop yield taken from the

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Rented Premises during the Rental Term. Renter will provide additional tests upon request of D158 reports and provide to D158 written reports of all additional soil tests to D158, with D158 paying Renter for test results at renter's cost.

2.4 Term. The Rental Term shall commence upon the payment of the first Rental Year's Rent on January 2017 and continue for three years there after, terminating on the earlier to occur of completion of harvest in 2019 or November 30, 2019. A Rental Year shall be the calendar year excepting the first year of the Rental Term which shall be the actual date of possession through the end of that calendar year, or the final Rental Year which shall run from January 1 through the termination date described above. There shall be no option to extend the Rental Term, nor shall Renter have a right to hold over. Prior to the conclusion of the Rental Term other than for default it is the D158's intent during the final Rental Year, but not its obligation to again place all or part of the Rented Premises up for Rental bids and Renter shall have the right to bid at that time provided Renter qualifies to bid under the terms of the bidding at that time. Should Renter improperly hold over, it shall be liable for Additional Rent of \$1500 per day plus any other damages allowed by law, in addition to reasonable attorney fees and costs incurred to remove Renter from the Rented premises.

2.5 Renewal of Contract: At the sole discretion of CHuntley Community School District 158, provided the Successful Bidder has provided performed satisfactorily to the Board of Education of Huntley Community School District 158, the cash farm rental agreement may be continued for up to a term of ten years from the start of the base contract start date. Huntley Community School District 158 will notify the Bidder of intent to extend the cash farm rental agreement by December 1st prior to commencement of the next year. Any change in rental price for the extension shall be mutually agreed to by both parties.

Article 3.0 – Obligations of the Parties with respect to the Rented Premises

3.1 D158 Obligations. During the Term of this Rental, D158 will provide the following with regard to the Rented Premises:

3.1.1 Possession of the Rented Premises to Renter subject to the terms and conditions here-in.

3.1.2 All materials and skilled labor necessary for the repair and improvement of any permanent fencing and other improvements on the Rented Premises.

3.1.3 D158 shall pay when due all real estate taxes accruing on the Rented Premises.

3.2 Renter Obligations. During the Term of this Rental, Renter shall provide the following:

3.2.1 All machinery, equipment, labor, fuel, and power necessary to properly farm the Rented Premises.

3.2.2 Hauling of material and labor (other than skilled labor) for making any repair necessary, for damages caused by Renter, on the Rented Premises.

3.2.3 All seed, inoculation, disease treatment, and fertilizer other than that specifically agreed to be provided by D158.

3.2.4 The Renter shall be solely responsible for all employer obligations on hired labor with respect to salary, safety requirements and social security and workers' compensation contributions, and D158 shall have no responsibilities therefore.

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Sample Contract

3.2.5 Renter shall apply ground limestone at customary agronomic rates to the Rented Premises.

3.2.6 Renter agrees to annually contract for the application of phosphate and potash fertilizer at a rate which will sustain the Base Soil Nutrient Levels at a production rate of ____ bushels to the acre for corn and __ bushels to the acre for beans. The determination of the appropriate rate of application will be in D158's discretion based upon sound agronomic standards following recommendation of Renter. Renter shall have the obligation to propose an application rate to D158 sixty (60) days prior planned application of fertilizer. D158 shall consider such recommendation and make the determination of such rate within forty (40) days of receipt of Renter's recommendation. If Renter desires to farm organic crops, they must obtain written consent of the D158 prior to eliminating fertilization as part of the Rental agreement.

3.3 Renter Operating Duties. Renter covenants to uphold the following duties with respect to the Rented Premises:

3.3.1 To cultivate the tillable acreage on the Rented Premises faithfully and in a timely, thorough, and businesslike manner.

3.3.2 To prevent noxious weeds from going to seed on the Rented Premises and to destroy the same and keep the weeds and grass cut.

3.3.3 With the prior consent of D158, to haul and spread all manure on appropriate locations on the Rented Premises at times and in quantities consistent with environmental protection requirements with methods approved by D158.

3.3.4 To keep open ditches, tile drains, tile outlets, grass waterways, and terraces in good repair.

3.3.5 To preserve established watercourses or ditches, and to refrain from any operation that will injure them.

3.3.6 To take proper care of all trees, vines, and shrubs, and to prevent injury to the same.

3.3.7 To keep the Rented Premises neat and orderly.

3.3.8 To prevent all unnecessary waste, or loss, or damage to the Rented Premises or other property of the D158.

3.3.9 To comply with pollution control and environmental protection requirements as required by local, state, and federal agencies, as well as to implement soil erosion control practices to comply with the soil loss standards mandated by local, state, and federal agencies.

3.3.10 To use prudence and care in transporting, storing, handling, and applying all fertilizers, pesticides, herbicides, and other chemicals and similar substances; to read and follow label instructions for the use of such materials in order to avoid injury or damages to persons or property or both on the Rented Premises and adjoining areas; to comply with state pesticide training, licensing, storing, and usage; and to only hire custom application consistent with this paragraph from properly licensed applicators.

3.3.11 Any chemicals for weed or insect control or other use, when used, should be applied at levels not to exceed the manufacturer's recommendation for the soil types involved. The Renter agrees to provide to D158, no less than 120 hours prior to any application, a written description of the

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intended products to be applied, and annually, a written report indicating the product name, amount, date of application and location of application of all herbicide, pesticides, fertilizers, and seed used on the farm, and to provide D158 a copy of Renter's applicator license and/or the license of any custom applicator.

3.3.12. Renter shall not allow chemicals to be stored on the Rented Premises. No chemicals, chemical containers, or other refuse will be incinerated or disposed of on the Rented Premises.

3.3.13. To generally follow Natural Resource Conservation Service and Farm Service Agency recommendations and to maintain all other requirements necessary to qualify current and future farm operators to participate in federal farm programs.

Article 4.0 - Farm Management Practices

4.1 Cropping System. The land use and cropping strategy on the Rented Premises shall be 175 acres in either corn, soybean or wheat crop unless otherwise mutually agreed by the parties herein. Renter agrees not to deviate from this system without the written consent of D158.

4.2 Conservation practices. Both D158 and Renter affirm the goals of minimizing soil erosion losses and preserving the productivity of the land in ways that is consonant with their needs and desires for acceptable current returns to their individual inputs on the Rented Premises. To these ends they agree to implement as far as possible the best management practices recommended by the Natural Resource Conservation Service and to cooperate with that agency's soil and water conservation programs.

4.3 Record Keeping. Renter agrees to keep thorough and accurate records concerning the production and financial aspects of operating the Rented Premises and agrees to furnish an annual report on or before November 15th of each year to D158. The Renter can satisfy this requirement by submitting copies of all documents filed with the Farm Services Agency.

Article 5.0 Restrictions

5.1 Non-Assignment. Renter shall not assign this Rental to any person or persons or sublet any part of the Rented Premises.

5.2 No Construction. Renter shall not erect or permit to be erected on the Rented Premises any structure or building or incur any expense to the D158 for such purposes.

5.3 Non-Disturbance of non-crop lands. Renter shall not plow permanent pasture or meadowland, or disturb timber ground or drainage areas or waterways on the Rented Premises.

5.4 No Livestock. Renter shall not allow any livestock on the Rented Premises except by annual written agreement.

5.5 Restriction on Crop Residue. Renter shall not burn or remove cornstalks, straw, or other crop residues grown upon the Rented Premises.

5.6 No Tree Cutting. Renter shall not cut live trees from the Rented Premises for sale purposes or personal uses.

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- 5.7 Prohibition on Signs. Renter shall not erect or permit to be erected on the Rented Premises any commercial advertising signs, other than seed variety signs. Political signs are not permitted on the property.
- 5.8 No alteration of Rental or Security. Renter shall not enter into any agreement, contract, or other farming or business arrangement that alters rights in D158's security interest, right of entry, default or possession.
- 5.9 Use Restriction. Renter shall not permit, encourage, or invite other persons to use any part or all of the Rented Premises for any purpose or activity not directly related to its use for agricultural production.
- 5.10 Restriction on Winter Crops. Renter shall not plant, cultivate, or harvest any wheat or fall planted crops on the Rented Premises without consent of D158.
- 5.11 No sub-rental. Renter shall not sub-rental or assign any part of this Rental or the Rented Premises without the express written consent of D158.

Article 6.0 – Miscellaneous

- 6.1 Termination upon Default. If Renter fails to carry out substantially the terms of this Rental in due and proper time, the Rental may be terminated by D158 by serving a written notice citing the instance(s) of default and specifying a termination date of ten (10) days from the date of such notice. In the event of Default by Renter, D158 shall be entitled to all remedies available at law, including injunctive relief, and may seek as damages in any action brought to enforce its rights, its reasonable attorney fees and costs, whether incurred for demand, negotiation, bringing of a cause of action, or appeal.
- 6.2 Yielding Possession. The Renter agrees at the expiration or termination of this Rental to yield possession of the Rented Premises to D158 without further demand or notice, in as good order and condition as when they were entered upon by the Renter, loss by fire, flood, or tornado, and ordinary wear accepted. If the Renter fails to yield possession, the Renter shall pay to D158 in addition to any other remedy for default, a penalty of \$1500 per day as provided in paragraph 2.4, for each day the Renter remains in possession thereafter, in addition to any damages caused by the Renter to the Rented Premises or improvements, and said payments shall not entitle the Renter to any interest of any kind or character in or on the Rented Premises.
- 6.3 D158's Lien. D158's lien provided by statute on crops grown or growing, together with any other security agreement(s) created by Renter in favor of D158, shall be the security for the rent herein specified and for the faithful performance of the terms of the Rental. The Renter shall provide D158 with the names of persons to whom the Renter intends to sell crops grown on these premises at least 30 days prior to the sale of such crops. A lesser period may be allowed by mutual written agreement. Renter consents to any filing required by law to perfect the statutory D158's lien upon crops. If the Renter fails to pay the rent due or fails to keep any of the agreements of this Rental, all costs and attorney fees of D158 in enforcing collection or performance shall be added to and become a part of the obligations payable by the Renter which constitute a lien upon the Rented Premises.
- 6.4 D158's Right of Entry. D158 reserves the right personally or by agents, employees, or assigns to enter upon the Rented Premises at any reasonable time to view them, to work or make repairs or improvements thereon.

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
SPECIFICATIONS FOR CASH FARM RENTAL BID # 2016-51

October 26, 2016

Instructions to Bidders and General Conditions
Sample Contract

- 6.5 Mineral Rights. Nothing in this Rental shall confer upon the Renter any right to minerals underlying the land. Such mineral rights are hereby reserved by D158 together with the full right to enter upon the premises and to bore, search, excavate, work, and remove the minerals, to deposit excavated rubbish, to pass over the premises with vehicles, and to lay down and work any railroad track or tracks, tank, pipelines, power lines, and structures as may be necessary or convenient for the above purpose. D158 agrees to reimburse the Renter for any actual damage the Renter may suffer for crops destroyed by these activities and to release the Renter from obligation to continue farming this property when development of mineral resources interferes materially with the Renter's opportunity to make a satisfactory return.
- 6.6 D158 Liability. The Renter takes possession of the *rented* premises subject to the hazards of operating a farm, and assumes all risk of accidents personally as well as for family, employees, or agents in pursuance of farming operations, or in performing repairs on buildings, fences, tile, and other improvements. Renter agrees to hold harmless and indemnify D158 against any damage, loss, or action brought on account of Renter's activities on the Rented Premises.
- 6.7 Binding effect. The terms of this Rental shall be binding on the heirs, executors, administrators, and assigns of both D158 and Renter in like manner as upon the original parties.
- 6.8 Notice. Whenever notice or delivery of information is required to be given by one party to another under this Rental, the same shall be made by certified mail, return receipt requested, FedEx or other similar courier service, or by personal delivery to the opposite party.
- 6.9 Venue and Choice of Law. This Rental shall be governed by the law of the State of Illinois. Any action to enforce the same shall have venue solely in McHenry County, IL.
- 6.10 Entire Agreement. The foregoing Rental constitutes the entire agreement between the Parties hereto. There are no other agreements with respect to the subject of this Rental except as set forth herein. Any amendments to this Rental shall be in writing signed by each of the Parties hereto.

IN WITNESS WHEREOF, the parties have signed this Rental on the date first above written.

LANDLORD:

Huntley Community School District No. 158
650 Academic Drive
Algonquin, IL 60102

By: _____
Board President

ATTEST: _____
Board Secretary

Phone: _____

TENANT:

_____ (name)
_____ (street address)
_____ (city, state)

By: _____ (signature)

Phone: _____ (mobile)

_____ (office)

_____ (fax)

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
SPECIFICATIONS FOR CASH FARM RENTAL BID # 2016-51

October 26, 2016

Intent to Provide Bid Form

This form acknowledges receipt of this RFP and states whether the supplier intends to submit or not submit a Bid. The District requires a response, to this section, from all potential bidders receiving this Bid Specification no later than 3:30 p.m. seven days prior to the bid due date.

Company Name/Address:

Supplier Contact (Please list main contact and alternate):

NAME	PHONE NUMBER	FAX NUMBER	E-MAIL ADDRESS

___ We DO plan to submit a proposal for this project.

___ We DO NOT plan to submit a proposal

We would appreciate an indication of the reason(s) for declining to submit a proposal (if applicable):

Authorized Signature

Date

Printed Name

Title

Bidders shall return this form to the attention of Doug Renkosik at the CSD 158 Operations and Maintenance Office via fax (847) 659-6126 AND/OR email to drenkosik@district158.org and jwilhelm@district158.org no later than due date listed on page one of the bid form.

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
SPECIFICATIONS FOR CASH FARM RENTAL BID # 2016-51

October 26, 2016

BID FORM

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TO: HUNTLEY COMMUNITY SCHOOL DISTRICT #158
650 Academic Drive
Algonquin, IL. 60102

I.DHR. # _____

FROM: _____
(Bidder Name)

FOR: Cash Farm Rental

BASE RENT

Cash rent (167 Acres) @ \$ _____ . _____ per Acre = \$ _____

Attached with this bid are.....

Addendum(s) No(s) _____ thru _____ have been received and are duly noted

If Bidder Product deviates from specifications in any manner, the Bidder must spell out specific deviations on attachment to bid.

I have carefully examined the instructions and specifications and have examined the site where the work is to take place. If awarded a contract within sixty (60) days, I agree to furnish all labor and materials required to complete the work described in these documents in accordance with the terms that have been outlined.

Bidder's Name : _____

Bidder's Address : _____
(street)
: _____
(city, state)
: _____
(zip code)

By : _____
(Signature)

Title: : _____

Telephone No. : _____

Fax No. : _____

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
SPECIFICATIONS FOR CASH FARM RENTAL BID # 2016-51

October 26, 2016

BID FORM

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CERTIFICATE OF ELIGIBILITY TO BID

_____ (contractor), pursuant to Section 33E-11 of the Illinois Criminal Code of 1961 as amended, hereby certifies that neither (he, she, it) nor any of (his, her, its) partners, officers, or owners of (his, her, its) business has been convicted in the past five (5) years of the offense of bid-rigging under Section 33E-3 of the Illinois Criminal Code of 1961 as amended and that neither (he, she, it) nor any of (his, her, its) partners, officers or owners of (his, her, its) business has ever been convicted of the offense of bid-rotating under Section 33E-4 of the Illinois Criminal Code of 1961 as amended.

Date

Name of Contractor/Company

Street Address

City, State, Zip

Title of Officer

Name of Officer (Please Print)

Signature of Officer

**HUNTLEY COMMUNITY SCHOOL DISTRICT 158
SPECIFICATIONS FOR CASH FARM RENTAL BID # 2016-51**

October 26, 2016

BID FORM

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**Certificate of Compliance
To the
Illinois Department of Human Rights Regulations**

For this bid to receive consideration by the Board of Education of Huntley Community School District #158, Huntley, Illinois, the following certificate must be signed by an official of your company and returned with your bid. This is to certify that our company is in compliance with the provisions of the Illinois Department of Human Rights Regulations.

Signature

d:

Signature

By:

Printed Name

Title:

Date:

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
SPECIFICATIONS FOR CASH FARM RENTAL BID # 2016-51

October 26, 2016

BID FORM

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**HUNTLEY COMMUNITY SCHOOL DISTRICT 158
HOLD HARMLESS AGREEMENT**

By signing this Hold Harmless Agreement, the bidder certifies that to the fullest extent permitted by law, the bidder agrees to defend, pay in behalf of, and hold harmless Huntley Community School District 158 and its elected and appointed officials, employees and volunteers and others working in behalf of Consolidated School District 158; against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from Huntley Community School District 158, its elected and appointed officials, employees, volunteers and others working in behalf of Huntley Community School District 158, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Company Name

By (Sign Name)

Address

Title

Sworn and subscribed on the _____ day of _____, 2010,

before me, notary public, appointed in _____ County for the State of IL

Signature of Notary

Name Typed or Printed

(seal)

My commission expires:

Month Day Year

City of Residence

County

HUNTLEY COMMUNITY SCHOOL DISTRICT 158
SPECIFICATIONS FOR CASH FARM RENTAL BID # 2016-51

October 26, 2016

BID FORM
BF Page 5 of 5
REFERENCE SHEET

Name of Bidder _____

Please submit the names of different Property Owner's for whom you have done similar work in the last four years.

1. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

2. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

3. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

4. Name _____

Address _____

City _____

Contact Person _____

Telephone _____

5. Name _____

Address _____

City _____

Contact Person _____

Telephone _____