

NOTICE TO BIDDERS

The Ford County Board is accepting sealed bids for professional farm auction services for the sale of three county-owned agricultural farms.

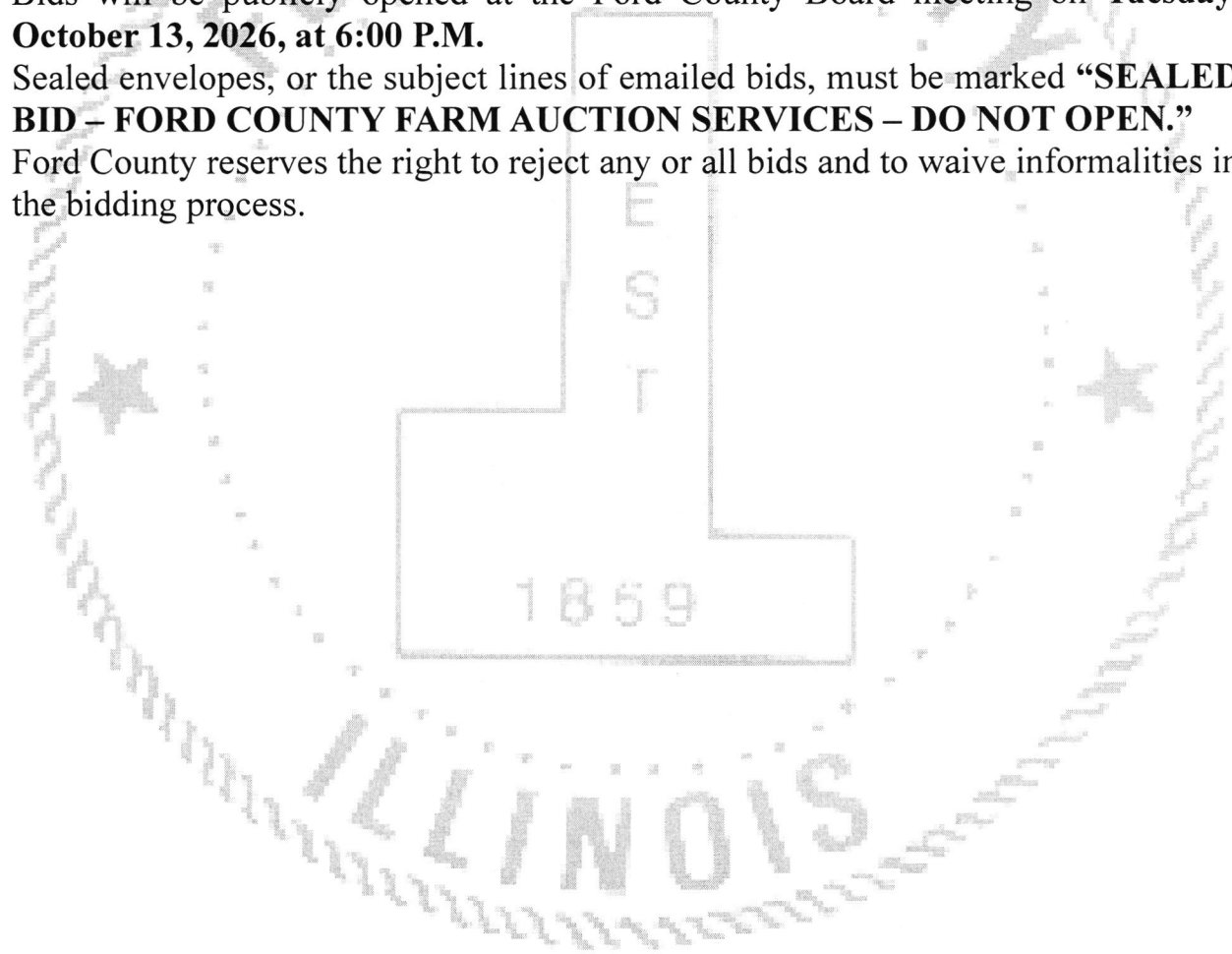
Bid packets will be available beginning Wednesday, September 30, 2026, at 4:00 P.M. at the Ford County Clerk & Recorder's Office, 200 W. State St, Rm 101, Paxton, IL. 60957 Monday-Friday, 8:30 A.M. to 4:30 P.M., and the Ford County website fordcounty.illinois.gov

Completed bids must be received by the Ford County Clerk & Recorder no later than 4:00 P.M. on Tuesday, October 13, 2026. Bids may be submitted by mail, in person, or by email to clerk@fordcounty.illinois.gov

Bids will be publicly opened at the Ford County Board meeting on **Tuesday, October 13, 2026, at 6:00 P.M.**

Sealed envelopes, or the subject lines of emailed bids, must be marked **"SEALED BID – FORD COUNTY FARM AUCTION SERVICES – DO NOT OPEN."**

Ford County reserves the right to reject any or all bids and to waive informalities in the bidding process.



**FORD COUNTY, ILLINOIS
REQUEST FOR BIDS
FARM AUCTION SERVICES**

Sale of Three County-Owned Agricultural Farms

Issuing Public Body: Ford County Board, Ford County, Illinois

Bid Packets Available: Wednesday, September 30, 2026

Bid Due: Tuesday, October 13, 2026, at 4:00 p.m. Central Time

Bid Opening: Tuesday, October 13, 2026, at the Ford County Board meeting beginning at 6:00 p.m. in the Sheriff's Boardroom, located in the basement of the Ford County Jail

Submission: Mail or hand delivery to the Ford County Clerk & Recorder

Delivery Address: Ford County Clerk & Recorder, Ford County Courthouse, 200 W. State St., Room 101, Paxton, Illinois 60957

SEALED ENVELOPE MUST BE MARKED:

"SEALED BID — FORD COUNTY FARM AUCTION SERVICES — DO NOT OPEN"

Bidder Name: _____

Commission Percentage Bid: _____ %

IMPORTANT: Bids must be received, not merely postmarked, before the deadline. Email bids will not be accepted. All timely received bids will remain sealed until opened at the Ford County Board meeting beginning at 6:00 p.m. on October 13, 2026, in the Sheriff's Boardroom, located in the basement of the Ford County Jail.

1. INVITATION FOR BIDS

Ford County, Illinois ("County"), acting through the Ford County Board, invites sealed bids from qualified and experienced auction companies to provide complete farm auction services for the sale of three County-owned agricultural farms.

The successful bidder shall provide the personnel, marketing, advertising, auction technology, administrative support, bidder services, documentation, coordination, and other ordinary auction services necessary to prepare for, conduct, and complete the County-approved sale process.

The County intends to award any contract to the **lowest responsible bidder** whose bid materially conforms to this Request for Bids.

The County may reject any nonresponsive bid, determine that a bidder is not responsible based on the criteria stated in this Request for Bids, waive minor informalities when permitted by law, or reject all bids for a documented and lawful reason.

Any award is subject to lawful action by the Ford County Board and execution of a written auction services agreement. Selection or announcement of a successful bidder does not itself create a contract or authorize work.

2. COUNTY FARMS

Farm	FSA Farm No.	Location
Farm #1 — Nursing Home Farm	933	Patton Township, Ford County, Illinois
Farm #2 — Bowen/Grider Farm	180	Section 25, Button Township, Ford County, Illinois
Farm #3 — Hatfield/Bowen Farm	2944	Section 24, Button Township, Ford County, Illinois

The farm names, FSA numbers, township references, acreage figures, maps, and other preliminary information furnished by the County are provided for identification and bid preparation.

The successful bidder shall use the final legal descriptions, surveys, title information, acreage, possession terms, and other property information approved by the County and its legal counsel.

The County makes no warranty regarding acreage, boundaries, title, access, zoning, soil characteristics, productivity, improvements, environmental condition, or suitability of the properties.

3. REQUIRED AUCTION SERVICES

The successful bidder (“Contractor”) shall provide all ordinary auction services reasonably necessary to complete the County-approved sale process, including:

1. **Auction Planning.** Consult with the County regarding timing, method of sale, tract configuration, combinations, bidding procedures, marketing, and related matters.
2. **Marketing.** Develop and carry out an agricultural-land marketing campaign using appropriate photography, mapping, signs, print and digital advertising, direct mail, websites, email, social media, and direct bidder outreach.
3. **Sale Materials.** Prepare bidder information, auction terms, registration materials, advertising, disclosures, and other sale materials, subject to County and legal counsel approval before publication or use.
4. **Bidder Administration.** Respond to bidder inquiries, conduct registration and County-approved qualification procedures, and administer any approved online bidding platform.
5. **Auction.** Properly staff and conduct the auction in the live, online, simulcast, or other format approved by the County.
6. **Auction Records.** Maintain complete registration, bidding, bid-history, successful-bid, backup-bid, and other material auction records.
7. **Purchaser and Closing Coordination.** Assist with execution and delivery of approved purchaser documents and coordinate with purchasers, County officials, legal counsel, title personnel, surveyors, and closing professionals through closing.
8. **Final Accounting.** Provide the County a final accounting showing the purchase price, commission due, deposits handled, and other material transaction information for each property sold.

The Contractor shall also perform other ordinary auction-company services reasonably necessary to complete the County-approved sale process.

The Contractor shall not provide legal advice, title opinions, surveys, or other separately licensed services unless the person providing the service is properly licensed and expressly approved by the County.

No advertising, sale term, material representation, or purchaser document may be published or used without prior County approval.

4. COMPENSATION

The County shall pay the Contractor the commission percentage stated in its bid multiplied by the purchase price of the real estate shown on the final settlement statement for each transaction that actually closes.

No commission is earned or payable on:

- property that does not close;
- forfeited earnest money;
- personal-property proceeds; or
- amounts that do not constitute consideration for the real estate.

The commission includes all ordinary costs of performing the required services, including marketing, advertising, photography, printing, direct mail, travel, clerking, staffing, technology, and online bidding expenses.

No additional fee or reimbursable expense may be charged unless approved by the County in writing before the expense is incurred.

No buyer's premium or other fee to a bidder or purchaser may be imposed unless expressly authorized by a written addendum issued by the County before the bid deadline.

Estimated advertising costs payable by the County in addition to the commission: \$0.
Ordinary advertising and marketing expenses are included in the commission.

5. BIDDER QUALIFICATIONS

Each bidder must:

- be legally authorized to provide the proposed services in Illinois;
- possess and maintain all licenses, registrations, and certifications required by Illinois law;
- identify all auctioneers, brokers or managing brokers, real-estate-auction certification holders, and other licensed personnel who will perform services under the contract, as applicable;
- demonstrate experience marketing and auctioning agricultural real estate;

- provide at least three agricultural real-estate auction references from the preceding three years;
- identify any material subcontractor or online auction platform expected to be used;
- disclose actual or potential conflicts of interest; and
- be able to provide the insurance required by this Request for Bids before beginning work.

Loss, suspension, expiration, or material restriction of a required license during the engagement shall be immediately disclosed to the County.

6. INSURANCE AND INDEMNIFICATION

Before beginning work, the successful bidder shall provide certificates of insurance showing at least:

- Commercial General Liability — \$1,000,000 per occurrence / \$2,000,000 aggregate;
- Automobile Liability — \$1,000,000 combined single limit, when applicable;
- Workers' Compensation — statutory limits;
- Employer's Liability — \$500,000; and
- Professional/Errors and Omissions Liability — \$1,000,000 per claim / \$1,000,000 aggregate.

Ford County and its elected and appointed officials, officers, employees, and agents shall be named as additional insureds on applicable liability policies where commercially available and appropriate.

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Ford County and its officials, officers, employees, and agents from third-party claims, damages, losses, liabilities, and reasonable expenses to the extent caused by the Contractor's or its subcontractors' negligent acts or omissions, willful misconduct, violation of law, or breach of the agreement.

Nothing in this Request for Bids requires the Contractor to indemnify the County for the County's own negligence or wrongful conduct or waives any immunity or defense available to the County.

7. COUNTY CONTROL; AUCTION WITH RESERVE

Unless expressly authorized otherwise by the Ford County Board in writing, every auction shall be conducted with reserve.

The County retains exclusive authority to approve the auction method, property configuration, advertising, sale terms, reserves, bidding procedures, purchaser documents, acceptance or rejection of bids, purchaser-default remedies, and final sale.

The Contractor may solicit and receive bids but has no authority to:

- bind the County;
- alter approved sale terms;
- waive a County requirement;
- make an unauthorized representation or warranty; or
- accept a bid or commit the County to a sale.

No sale is binding until all required County action has occurred and an authorized County representative has executed the County-approved sale documents.

The County does not guarantee that any property will be sold, that any particular price will be obtained, or that the Contractor will earn a commission.

8. EARNEST MONEY

Unless County legal counsel directs otherwise, purchaser earnest money and deposits shall be paid directly to the County-designated title company, closing agent, or escrow agent.

If the Contractor receives purchaser funds, the Contractor shall hold, account for, and transfer those funds in compliance with Illinois law and shall not commingle the funds or apply them toward commission or expenses without express written authority.

The County alone determines the remedy for purchaser default. The Contractor may assist with a backup bidder, resale, or other procedure only as directed by the County.

9. RECORDS AND PUBLIC RECORDS

The Contractor shall maintain complete records relating to the engagement and promptly provide them to the County upon request.

The Contractor shall not destroy County public records except as authorized by the County and applicable law.

Any Freedom of Information Act request concerning the engagement received by the Contractor shall be promptly forwarded to the County. The Contractor shall not promise confidentiality beyond that permitted by law.

10. COMPLIANCE, SUBCONTRACTORS, AND CONFLICTS

The Contractor shall comply with all applicable federal, Illinois, and local laws, licensing requirements, advertising requirements, fair-housing and nondiscrimination requirements, escrow requirements, and public-contracting requirements.

The Contractor is an independent contractor and is responsible for its employees, subcontractors, payroll, taxes, benefits, licensing, insurance, and business expenses.

Material subcontractors and online auction platforms must be disclosed in the bid. The Contractor remains responsible for their work and may not materially substitute them without prior County approval.

The Contractor may not accept or agree to any third-party term that purports to bind the County without the County's prior written authorization.

Conflict-of-interest disclosure is a continuing obligation. The Contractor shall promptly disclose any actual or potential conflict discovered after submission of the bid.

Without prior written County approval, neither the Contractor nor a principal, assigned auctioneer or broker, materially involved employee, or controlled affiliate may:

- bid on or acquire the County property; or
 - receive compensation or another material financial benefit from a purchaser or prospective purchaser.
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11. DEFAULT AND TERMINATION

The County may terminate the agreement for convenience upon written notice. In that event, the Contractor is entitled only to **commission earned under the agreement and any reimbursable expense expressly approved in writing before it was incurred**, and shall not be entitled to a termination fee, lost profits, or anticipated commissions.

If the County terminates for convenience after a County-approved purchase agreement has been fully executed, commission remains payable if that transaction subsequently closes.

The County may terminate the agreement for a material breach after written notice and five business days to cure, if the breach is reasonably capable of cure.

The County may terminate immediately for:

- fraud or material misrepresentation;
- collusion;
- intentional mishandling or unlawful commingling of funds;
- loss or suspension of a required license;
- an undisclosed material conflict of interest; or
- other material misconduct that cannot reasonably be cured.

Upon termination, the Contractor shall promptly deliver all County funds, auction records, bidder information, sale documents, and records and materials prepared or maintained for the County in connection with the sale, and shall reasonably cooperate in transitioning the work to the County or a replacement provider.

The County's remedies are cumulative.

12. BID SUBMISSION REQUIREMENTS

Completed bids must be **received** by the Ford County Clerk & Recorder no later than:

4:00 P.M. CENTRAL TIME

TUESDAY, OCTOBER 13, 2026

A postmark does not constitute receipt.

Bids must be submitted by mail or personal delivery in a sealed envelope marked:

“SEALED BID — FORD COUNTY FARM AUCTION SERVICES — DO NOT OPEN.”

Email bids will not be accepted.

Late bids shall be rejected.

All timely received bids shall remain sealed until opened at the **Ford County Board meeting on Tuesday, October 13, 2026, beginning at 6:00 p.m. in the Sheriff’s Boardroom, located in the basement of the Ford County Jail.**

A complete bid must include:

- completed and signed Bid Form;
- commission percentage;
- marketing and auction approach;
- proposed schedule;
- key personnel and license information;
- three agricultural-land auction references;
- identification of material subcontractors and online platforms;
- conflict-of-interest disclosure;
- all exceptions or deviations from the Request for Bids;
- acknowledgment of all addenda; and
- required bidder certifications.

Each bid shall remain firm and irrevocable for **90 calendar days** after the bid deadline.

A bidder may withdraw its bid by written notice actually received by the County Clerk before the deadline.

The County may permit clarification or correction of an immaterial irregularity but shall not allow a bidder after the deadline to change its commission percentage, cure a material omission, withdraw a material exception, or otherwise materially improve its bid.

Each bidder bears its own costs of preparing and submitting its bid.

13. EVALUATION AND AWARD

Award, if made, shall be to the **lowest responsible bidder**.

A bid that materially fails to conform to this Request for Bids may be rejected as nonresponsive.

In determining bidder responsibility, the County may consider:

- required licensing and legal authority;
- agricultural real-estate auction experience and past performance;
- qualifications and experience of assigned personnel;
- conformity and suitability of the proposed auction and marketing services;
- ability to perform within the required schedule;
- references;
- availability of required insurance;
- material subcontractors and auction technology;
- disclosed conflicts; and
- exceptions or deviations from the Request for Bids.

If the apparent low bidder is determined not to be responsible, the County shall document the basis for that determination.

No material evaluation criterion will be added after the bid deadline.

If two or more responsible bidders submit the same lowest commission percentage, the County may select among the tied bidders using the responsibility criteria stated above.

Any award requires lawful action by the Ford County Board.

14. FINAL AGREEMENT

Award is conditioned upon execution of a written auction services agreement incorporating this Request for Bids, applicable addenda, and the successful bid.

No amendment, additional compensation, or material change is effective unless approved in writing by persons authorized to bind the County and Contractor.

The agreement shall be governed by Illinois law.

Nothing in this Request for Bids or the resulting agreement waives any immunity, defense, statutory protection, or limitation available to Ford County or its elected and appointed officials, officers, employees, or agents.

BID FORM

FORD COUNTY FARM AUCTION SERVICES

The undersigned bidder has reviewed this Request for Bids and all acknowledged addenda and submits the following bid to provide farm auction services for the Ford County agricultural property identified in the solicitation.

BIDDER INFORMATION

Legal Name of Bidder / Auction Company:

Business Address:

City / State / ZIP:

Primary Contact:

Telephone:

Email:

COMMISSION PERCENTAGE BID

Commission on the real-estate purchase price of each transaction that closes:

_____ %

The bidder acknowledges that the stated commission includes all ordinary costs of providing the required auction services.

No buyer's premium or other bidder/purchaser fee is proposed or permitted unless authorized by a written County addendum issued before the bid deadline.

EXCEPTIONS OR DEVIATIONS

Identify every exception, qualification, additional charge, or deviation from this Request for Bids. If none, write "**NONE.**"

A material exception may cause the bid to be rejected as nonresponsive.

MARKETING AND AUCTION APPROACH

Attach a concise description of the bidder's proposed:

- marketing campaign;
- geographic and digital reach;
- bidder outreach;
- recommended sale or tract configuration;
- auction format;
- online bidding capabilities;
- bidder-registration process; and
- pre-sale and post-sale services.

PROPOSED TIMELINE

Attach a proposed schedule from notice of award through marketing, auction, execution of purchaser documents, and anticipated closing.

KEY PERSONNEL AND LICENSE INFORMATION

Name Role Illinois License / Certification No. Relevant Experience

MATERIAL SUBCONTRACTORS / ONLINE AUCTION PLATFORMS

Identify any material subcontractor, online auction platform, or other third-party provider expected to perform a material portion of the services.

If none, write **"NONE."**

AGRICULTURAL REAL-ESTATE AUCTION REFERENCES

Auctions Completed Within the Last Three Years

Client / Property Contact Name Phone / Email Sale Date / Approx. Acres

CONFLICT-OF-INTEREST DISCLOSURE

Disclose any actual or potential financial interest, family or business relationship, purchaser relationship, or other circumstance that could reasonably affect the bidder's independence.

If none, write **"NONE."**

The bidder agrees to update this disclosure promptly if circumstances change before or during the engagement.

BIDDER CERTIFICATIONS

By signing below, the bidder certifies that:

1. The bidder has examined and understands this Request for Bids and all acknowledged addenda.
2. The bidder is legally authorized and properly licensed to perform the proposed services and will maintain all required licenses throughout the engagement.
3. The commission percentage constitutes the bidder's complete ordinary compensation proposal, subject only to a written amendment approved by the County.
4. The bidder can provide the insurance required by this Request for Bids before beginning work.
5. The bidder has disclosed all material exceptions, deviations, and conflicts of interest.
6. The bidder will not make unauthorized representations or commitments on behalf of Ford County.
7. The bid has been independently prepared and is not the result of collusion, bid rigging, bid rotating, or an unlawful agreement with another bidder or person.
8. Pursuant to **720 ILCS 5/33E-11**, the bidder is not barred from contracting with any unit of State or local government as a result of a violation of **720 ILCS 5/33E-3** or **720 ILCS 5/33E-4**.
9. The bid will remain firm for **90 calendar days** following the bid deadline.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

BID SUBMISSION CHECKLIST

- ☐ Completed and signed Bid Form
 - ☐ Commission percentage entered
 - ☐ Exceptions/deviations disclosed or "NONE" entered
 - ☐ Marketing and auction approach attached
 - ☐ Proposed timeline attached
 - ☐ Key personnel and license information completed
 - ☐ Material subcontractors/platforms disclosed
 - ☐ Three agricultural real-estate auction references provided
 - ☐ Conflict-of-interest disclosure completed
 - ☐ All addenda acknowledged
 - ☐ Bidder certifications signed
 - ☐ Bid enclosed in properly marked sealed envelope
 - ☐ Bid delivered before **4:00 p.m., Tuesday, October 13, 2026**
-

SEALED ENVELOPE LABEL

FORD COUNTY, ILLINOIS

SEALED BID

FORD COUNTY FARM AUCTION SERVICES

DO NOT OPEN

Deliver to:

Ford County Clerk & Recorder

Ford County Courthouse

200 W. State St., Room 101

Paxton, Illinois 60957

Bidder: _____

COUNTY AWARD / ACCEPTANCE RECORD

FOR COUNTY USE ONLY

Completion of this page records County action but does not itself create a contract or authorize work.

No services may begin until a written auction services agreement has been executed by authorized representatives of the County and successful bidder.

Successful Bidder: _____

Accepted Commission Percentage: _____

Date of County Board Action: _____

Ford County Board Chairman — Signature: _____

Printed Name: _____

Date: _____

Ford County Clerk — Signature: _____

Printed Name: _____

Date: _____