

Cooperative Agricultural Opportunity at Crab Orchard National Wildlife Refuge

The U.S. Fish and Wildlife Service is seeking bids for row cropping and haying on four farm units within Crab Orchard National Wildlife Refuge (refuge). Cooperative Agriculture is used at the refuge to meet its agriculture purpose, and to achieve grassland bird, waterfowl, and resident wildlife objectives. As a result, this row cropping/haying opportunity requires that row cropping, haying, and all unit management activities be conducted in accordance with the General Conditions for Cooperative Agriculture Agreements and Special Conditions for Row Cropping and Haying (**Attachment 1** and **Attachment 2**) and other requirements described below and within the special use permit issued to the Cooperator.

I. What & Where:

Four farm units are available, ranging in size from 959 acres to 1,371 total acres. This land consists of 837 to 1,097 acres of row crop, 26 to 102 acres of hay, 0 to 166 acres of permanent clover, and 26 to 159 acres of refuge share fields on Crab Orchard NWR. They are described in the attached Unit Descriptions (**Attachment 3**). Farm units are comprised of 46 to 64 fields each and include associated access roads and surrounding refuge lands. The Row Crop Unit will be rented for a period of five years beginning January 1, 2023 and ending December 1, 2027. A pre-bid solicitation meeting will be held on **Tuesday, November 1, 2022 at 6:00 p.m. at the Carterville Community Center, 120 N. Greenbriar Rd, Carterville, IL 62918**; attendance is not required to place a bid. The pre-bid meeting will be an open forum to answer questions from potential bidders. The solicitation of bids will begin **Wednesday, November 2, 2022. The bid will close, and applications must be received by 4pm on Sunday, December 18, 2022 to be considered.** A second informational meeting will be held on **Tuesday, December 6, 2022 at 6:00 p.m. at the Carterville Community Center, 120 N. Greenbriar Rd, Carterville, IL 62918**. This will be an open forum to answer questions and attendance is not required to place a bid. Site visits will be allowed with registration and by checking out a gate key at the Refuge Visitor Center. Registration and site visits must be conducted between the hours of 9 a.m. to 3 p.m. **Wednesday, November 2, 2022 through Tuesday, November 23, 2022**. There is no limit to the number of site visits that can be made, however, keys must be returned each day to the Visitor Center by 3:00 p.m. (Please note the building is locked at 3:00 p.m. and the front gate closes at 4:00 p.m.).

1. Unit 1 (Northwest Unit) is located within Crab Orchard National Wildlife Refuge in Carterville Township 9 S., Range 1 E., Sections 5, 7, 8, 9, 13-24, 27-30 in Williamson County, West Marion Township 9 S., Range 2 E., Section 18 in Williamson County, and Carbondale Township 9 S., Range 1 W., Sections 24 and 25 in Jackson County— **Attachment 3** includes a Map of Unit Locations.
2. Unit 2 (Southwest Unit) is located within Crab Orchard National Wildlife Refuge in Carterville Township 9 S., Range 1 E., Sections 23, 25-27, and 33-36, within Grassy Township 10 S., Range 1 E., Sections 1-5, 8-12, and 14-17, and within Southern Township 10 S., Range 2 E., 6-7 in Williamson County. – **Attachment 3** includes a Map of Unit Locations.
3. Unit 3 (Southeast Unit) is located within Crab Orchard National Wildlife Refuge in

Carterville Township 9 S., Range 1 E., Section 24, 25, and 36, within Southern Township 10 S., Range 2 E., Sections 3-10, within West Marion Township 9 S., Range 2 E., Sections 19, 26, 29-35 in Williamson County. – **Attachment 3** includes a Map of Unit Locations.

4. Unit 4 (Northeast Unit) is located within Crab Orchard National Wildlife Refuge in Carterville Township 9 S., Range 1 E., Section 24 and within West Marion Township 9 S., Range 2 E., Sections 19-22, 26-29, and 33-34 in Williamson County – **Attachment 3** includes a Map of Unit Locations.

II. How to bid:

1. Printed copies of the application packages can be picked up at the Crab Orchard National Wildlife Refuge Visitor Center desk during open hours (9am-3pm) or an electronic copy can be requested by emailing daniel_wood@fws.gov.
2. Read through the entire Cooperative Agricultural Opportunity document.
3. Review General Conditions for Bids (see Section III below).
4. Complete and return Bid Sheet (**Attachment 5**) along with the Special Use Permit Application (**Attachment 6**) by mail or in person to the Refuge Visitor Center in a sealed envelope marked Attention: Dan Wood, Farm Bid, Crab Orchard NWR, 6987 Headquarters Road, Marion, IL 62959. Bids, whether delivered in person or mailed, must be received by 4:00 p.m. **Sunday, December 18, 2022**. Applications delivered in person must be delivered to the Visitor Center (6987 Headquarters Rd, Marion, IL 62959) only and will not be accepted at other refuge locations.
5. Cooperators will be selected through an open and competitive process where applications will be scored and ranked by a panel of Fish and Wildlife staff and/or outside experts using the process and criteria as outlined in Attachment 10.
6. Refuge staff will notify all applicants of results via letter or phone. For questions regarding the bid process contact: **Wildlife Biologist, Dan Wood, at 618-998-5917**.

*If bid sheet is not completed correctly and clearly legible, or the Special Use Permit Application page 1 is not completed, or the envelope is not sealed, the bid will not be considered.

III. General Conditions for Bids:

1. Bidders must be at least 18 years of age by **December 18, 2022** to be considered for this opportunity.
2. Each bidder must be able to obtain a surety bond or letter of irrevocable credit for a minimum of one year's total bid package value and liability insurance under their own name or have their name listed on a joint policy.
3. Bids will be on a per unit basis. Bidders will need to determine what they are willing to pay annually for the entire farm unit farmed in 2023, and the price bid for 2023 will be the annual payment expected for 2024, 2025, 2026, and 2027. If the bidder determines costs will vary by bid year in a given unit, bidders should average the costs over five years to determine their bid amount. Bidders will need to provide a bid amount for each row crop unit they are interested in obtaining. Each bid, per unit, must include all monetary payments and total value of all in-kind services and refuge shares as non-monetary payments. These totals will be analyzed for each bid, although additional criteria will be utilized to rank applications. The bidder will be chosen based on

experience, past performance, quantity/frequency of in-kind services that they can provide, monetary payments, and overall bid package values. Each application/bid will be rated using the same scoring process and the highest ranked applicants will be selected as the Permittees for each unit. See **Attachment 10** for a description of the bid ranking system. The total monetary payments Permittees will pay annually is the annual rent price for each unit, less any in-kind services deductions beyond what was proposed on the bid sheet and mutually agreed upon in writing. The Permittee will pay 10% of the annual farming rent by April 1 of each year. The remaining annual rent balance (90%) will be paid in full by December 1 of each year of the contract. The annual payments and monetary value of any in-kind services included in the bid, or otherwise agreed to in writing, but not provided by December 1 annually, will be added to the permittees' balance at the time of collection of the 90% payment. Alternatively, any payments, monetary, in-kind services, or refuge shares, if not provided, may be collected via accessing the cooperator's surety bond or irrevocable line of credit at the manager's discretion.

Please note, management shall consider the implementation of an in-kind service fuel deduction as a result of a national or worldwide catastrophe that causes the "Weekly US On-Highway Diesel Fuel Price" for the Midwest (Illinois) region to exceed 1.5 times the price per gallon at the time of the original bid opening date for areas that must be mowed regularly and annually as outlined in this CAO. Therefore, as an example, if the bid closed in October 2022, the price per gallon must exceed \$7.90 per gallon before management would consider implementing the IKS deduction for 2023. Deductions will be allowed upon request to account for the difference in price per gallon; e.g., if diesel prices are \$8 per gallon and the original bid price for diesel was \$5 per gallon, a \$3 per gallon deduction may be applied for fuel used to complete annual and routine mowing, and management/maintenance of refuge shares. Prices shall be tracked using information obtained through the Energy Information Administration, United States Department of Energy's (EIA DOE) web site: (<https://www.eia.gov/petroleum/gasdiesel/>). This will not include other farming activities such as no-till, planting, or harvesting, as a commodity harvested could be offset or costs may be subsidized from other sources. It is the responsibility of the cooperator to notify management of any request. Once the "Weekly US On-Highway Diesel Fuel Price" for the Midwest (Illinois) region drops below 1.5 times the price per gallon threshold based upon the original bid opening date, the fuel deductions shall be discontinued.

4. Part or all of the annual payment may be used, as approved by Refuge Manager or designee, for emergency in-kind services in instances where an unexpected situation occurs on a farm unit that needs immediate attention. For example, if a sinkhole develops, a road washes out, or if a culvert fails, the funds may be used to cover the cost of the labor and supplies needed to amend the situation and may be used in any area of the farm unit that has need according to Refuge management. In such instances, the cooperator may be required to pay vendors or contractors or, if capable and willing, complete the remedy.
5. Although a bidder may bid on as many units as they wish, a maximum of two units may be awarded per individual, unless no other bids are received for a given unit. In such an instance, additional units may be awarded to the sole bidder. Should two or more bidders,

who have each been awarded a unit, bid on the same additional unit, the unit will be awarded to the highest ranked bidder.

6. Bids will be valid for the 2023, 2024, 2025, 2026, and 2027 farming years ending on December 1, 2027. A Special Use Permit will be issued annually. If the permittee does not honor the bid, fails to follow the general or special conditions or any other requirements of the Cooperative Agriculture Agreement all farming privileges may be revoked. Any losses to the refuge will be sought via the permittee's surety bond, performance bond, or irrevocable line of credit. In such an instance, farming privileges will be offered to the next highest bidder in this bid cycle or re-bid at the discretion of the Service and the term will only be for the remainder of the current bid cycle.
7. Bids must also be accompanied with answers to the questions on the bid sheet (**Attachment 5**) regarding the applicants' experience, past performance, capacity to fulfill the Cooperative Agricultural Agreement, as well as willingness to provide in-kind services, refuge shares, and value to wildlife.

IV. Farming Plan:

The Plan covers the cultivation, maintenance, and harvest of row crops, small grains, hay, permanent clover, and cover crops within four farm units ranging in size from 959 acres to 1,371 acres. The permittees must agree with the General Conditions (**Attachment 1**), Special Conditions for Row Crop Farming and Haying (**Attachment 2**), mowing plan (**Attachment 11**), and Rotation Agreement (**Attachment 12**).

V. Permitting Requirements:

1. Before work onsite, the permittee must have an approved Special Use Permit (FWS form 3-1383-C) for the year farmed. The Special Use Permit will be issued and approved by the Refuge Manager and includes the general and special conditions, rotation agreement, and mowing plan. The Special Use Permit also requires the permittee to submit a row crop report by December 1 of each year. The Special Use Permit is completed, issued, and signed annually by the Refuge Manager and must be signed by the Permittee.
2. The permittee will be required to sign the Special Conditions for Farming (**Attachment 2**), UXO Hold Harmless Agreement (**Attachment 9**), and the rotation agreement (**Attachment 12**).

VI. Reporting Requirements

The permittee will be required to submit a row crop report and a hay harvest report by December 1 of each year of the permit (**Attachment 7**).

VII. Summary of Cooperative Farm Program

Individuals have the opportunity to submit a U.S. dollar bid/per unit for the Cooperative Agricultural Opportunity at Crab Orchard National Wildlife Refuge. The total value of the bid per unit should include a summation of all monetary payments, in-kind services expenses, and refuge crop shares. The selected permittees will be responsible for the following specifications for the Cooperative Agriculture Program:

1. Cultivate and harvest crops and cover crops as specified within the Crop Rotation Agreement (**Attachment 12**) within the designated Farm Unit for a 5-year period during 2023-2027. Final crop rotations will be determined by the cooperator and refuge staff and

proposed to refuge management for approval annually. Please see the caveats outlined at the end of the Crop Rotation Agreement (Attachment 12) for a description of what is expected and allowed.

2. Maintain the farm unit as outlined within the SUP, Farm Unit Plans, mowing plans, and agreements.
3. Follow all General Conditions and Requirements of the Cooperative Agricultural Agreement (CAA), (**Attachment 1**) and submit initial 10% annual bid payment by April 1 annually.
4. Follow All Special Conditions for Farming (**Attachment 2**).
5. Submit Row Crop Report and make final payment by December 1 of each crop year (**Attachment 7**).

*See the Cooperative Farmer Timeline (**Attachment 14**) for a list of important dates and deadlines regarding farming activities and restrictions.

Crab Orchard National Wildlife Refuge –Attachment 1

Special Use Permit General Conditions and Requirements

1) Responsibility of Permittee: The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.

2) Operating Rules and Laws: The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.

3) Use Limitations: The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.

5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.

6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.

7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.

9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.

10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, or reclamation activity.

11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

Crab Orchard National Wildlife Refuge –**Attachment 2**
Special Conditions for Row Crop Farming and Haying on Crab Orchard NWR

**2023-2027 COOPERATIVE AGRICULTURE AGREEMENT
CRAB ORCHARD NATIONAL WILDLIFE REFUGE
SPECIAL CONDITIONS FOR COOPERATIVE FARMING**

1. The Cooperator/Permittee must follow all General Conditions and Requirements of the Cooperative Agricultural Agreement (CAA).
2. Failure of the Permittee to abide by any part of the CAA or Special Conditions will be considered grounds for revocation of the permit and could result in the loss of all farming privileges. This provision applies to all persons working under the authority of the permit. If Permittee does not fulfill all responsibilities, they may be terminated at any time.
3. The Cooperator shall keep the Unit(s) in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to its operations under this CAA as well as all Federal laws and regulations governing National Wildlife Refuges. The Cooperator shall comply with all instructions issued by the Refuge Manager applicable to this CAA. Other pertinent provisions include:
 - a. As stated in the code of federal regulations “disturbing, injuring, spearing, poisoning, destroying, collecting, or attempting to disturb, injure, spear, poison, destroy or collect any plant or animal on any national wildlife refuge is prohibited...” (50 CFR 27.51)2.
 - b. The Endangered Species Act of 1973 (16 U.S.C. 1531-1544) “prohibits unauthorized taking, possession, sale, and transport of endangered species” or any part thereof.
 - c. The Service reserves the right to modify or terminate the CAA if habitat conditions warrant.
 - d. Collection of archaeological, cultural, and historical artifacts (e.g., Native American arrowheads, UXO, etc.) and/or metal detecting is prohibited.
 - e. Cooperator will exercise care to prevent fire and will assume responsibility for fire which results from the cooperator’s operations. Additionally, cooperator will immediately notify the Refuge Manager or designee of any fires started or observed on the refuge.
 - f. The use of firearms or other weapons is prohibited on refuge lands except as authorized by Refuge Manager.
 - g. All Cooperator motor vehicles will be registered and licensed in compliance with State law and Federal regulations.
4. Annual payments by the Permittee will be based on the U.S. dollar bid for the unit as established in the bid application. Unless approved by Refuge Manager or designee, payment will be in the form of a check written to the U.S. Fish and Wildlife Service for deposit in the General U.S. Treasury. The Permittee will pay

10% of the annual farming rent by April 1 of each year. The remaining annual rent balance (90%) will be paid in full by December 1 of each year of the contract. The annual payments and monetary value of any in-kind services and refuge shares included in the bid, or otherwise agreed to in writing, but not provided by December 1 annually, will be added to the permittees' balance at the time of collection of the 90% payment.

Additionally, any payments, monetary, in-kind services, or refuge shares, if not provided by Dec 1, may be collected via accessing the cooperator's surety bond or irrevocable line of credit at the manager's discretion. An interest charge may be assessed on overdue amounts for each thirty-day (30) period, or portion thereof, that payment is delayed beyond the specified due date. The percent of interest charged will be based on the current value of funds to the United States Treasury as published quarterly in the treasury Fiscal Requirements Manual. The Refuge Manager may also impose penalties for late payment to the extent authorized by Applicable Law.

5. Subletting is not allowed. Permittees are authorized to use custom farming and/or contractors to contract any farming tasks. However, the initial Permittee will be solely responsible for the total payment, management, liability, and all special conditions of the permit. Farming privileges may not be sold or transferred, except by transfer to heirs in the event of the death of the Cooperator. In such cases, an heir, who is otherwise qualified and desires to receive the deceased cooperator's privileges, may receive a new CAA issued in the heir's name. The heir will be allowed to continue operating under the CAA for the remainder of the contract period provided they agree to the conditions set forth in the CAA and sign all necessary documents.
6. Permittee must provide additional farming related documents, such as FSA contracts, seed purchase receipts, grain sale contracts, crop insurance contracts, or other documentation related to the assigned refuge farming unit within one week if requested by the Refuge Manager or designee. These documents may be used to help verify that financial interests associated with the refuge farming unit are held by the permittee and the assigned agricultural unit is not sublet. Failure to provide the requested documentation within the specified time may be considered grounds for revocation of the permit and could result in denial of future permit requests.
7. **Permittee must secure a surety bond for each field season naming the United States Fish and Wildlife Service as the obligee if the permittee's annual bid is greater than \$5,000. Proof of surety bond or irrevocable line of credit must be turned in by April 1. The Refuge Manager requires the cooperator to furnish and keep in force a land lease guarantee bond or performance bond with a surety company acceptable to the Secretary of the Treasury, conditioned upon the faithful performance of this Contract in equal to the total bid for one year. This serves as additional security for the faithful performance by the cooperator of all of their obligations under this Contract and the payment to the United States of all damages or claims that may result from the Cooperator's failure to observe such obligations as listed within these special**

conditions. Obtaining this bond cannot be claimed as an in-kind services deduction and the price to obtain this should be considered when bidding.

8. The refuge row-cropping period will generally begin April 1 and end November 30. No farming activities are permitted outside of these dates unless specifically authorized by the Refuge Manager or designee. It is the goal of the refuge to avoid disturbance to wintering waterfowl and other migratory birds from October through April. Between November 30 and March 31, if farming operations must be conducted, cooperator must notify the Refuge Manager or designee in-person or by phone and gain approval prior to conducting operations.
9. Within the Crop Rotation Agreement, permittees must specify field locations and crop rotation for each field annually. The Refuge may dictate specific crops required in refuge share fields. Crop rotations must be approved by the Refuge Manager (RM) or designee.
 - a. Refuge will require winter cover crop following all soybeans; can be hayed or harvested in spring/summer.
 - b. Permittees must leave a 300 ft. x 20 ft. block of corn, 20 ft. from a wooded edge in any field planted in corn.
 - c. The refuge's share of crops and cover crops are outlined within the Crop Rotation Agreement, Unit maps, and are unique for each Row Crop Unit and associated fields. Refuge shares should be accounted for in the Permittee's bid. No credits will be given for planting and maintenance of refuge shares. No credits/deductions will be given for required or otherwise approved cover crops or their planting. **If an agreed upon crop is not planted prior to the crop insurance cutoff date and shares were due to the refuge, then the cooperator must contact the refuge designee and still plant and maintain the refuge shares. These shares must be propagated satisfactorily in relation to herbicide and fertilizer use.** It is the cooperator's responsibility to and they are required to cultivate, seed, and harvest refuge shares in a proper manner and perform all work necessary in order to ensure cultivation success of refuge shares. If due to negligence or improper farming practices, Cooperators will be required to replant failed plantings or damaged refuge shares. However, cooperators are not responsible for refuge shares that fail due to an act of God.
 - d. The harvest of refuge shares, if necessary, in Heron Flats and A-41, are required by November 1 to accommodate flooding and provide food for waterfowl. Early maturing varieties of crops are required within those units. The refuge may require harvest of strips in any refuge share fields to provide waterfowl landing areas, wildlife viewing opportunities, or for other reasons. The crops harvested from the strips become the property of the cooperator. However, no credits/deductions will be given for harvest or hauling costs of refuge shares from a stripped harvest. The refuge may require an entire refuge share field be harvested and deductions will be provided for harvest and hauling. In such an instance, the refuge retains ownership of crops. Cooperator will provide a receipt for the sale of refuge

shares, a receipt for harvest and hauling costs, and the value of the refuge shares, minus the deductions, will be added to the end of year payment due or used to cover costs of pre-approved in-kind services.

- e. Double cropping is the practice of consecutively producing two crops in the same field in the same year. This is allowed as long as soil tests are provided after harvest in the fall at a rate of one soil test per 5-10 acres.
10. Diversification of crop rotation and chemical modes of action will be required with the following stipulations:
- a. No crop may be planted in a given field more than once every four years. For example, if corn is planted in year one, corn may not be planted again until year 4. If issues arise that prevent a cooperators from complying with this special condition, they must inform the RM or designee and obtain prior approval.
11. Cover crops, if approved or required, will be planted at the suggested rate provided by NRCS. Cover crops are required on all soybean fields following harvest and must be planted before the end of the year. Cover crops may be planted following other crops as described below.
- a. Authorized cover crops may include winter wheat, red clover, alsike clover, ladino clover, crimson clover, turnips, radishes, and winter cereal rye and must follow NRCS recommendations or other resource experts such as Midwest Cover Crops Council. Any alternative cover crop must be pre-approved by the RM or designee.
 - b. Winter wheat and winter cereal rye may be planted after fall harvest but must be planted before November 1. Any deviation from above dates must have prior approval from RM or designee.
 - c. Planting after October 15 must be done by drilling.
 - d. Cover crop seeding information can be found at:
<https://www.midwestcovercrops.org/wp-content/uploads/2016/08/ManagingCCProfitably.pdf>
 - e. Minimum Cover crop seeding rates that must be followed:
 - i. Drilled wheat and rye: 1.5 bushels per acre
 - ii. Broadcast wheat and rye: 2 bushels per acre
 - f. Aerial application of cover crops must be approved by the RM or designee. Permittee will provide notice to the Refuge at least 24 hours in advance of any aerial flights. The USFWS assumes no operational control or liability concerning this type of aerial application mission.
12. Hay/rest years are no longer required on row crop fields but may be proposed and approved in the crop rotation agreement. Hay/rest year seed mixes within crop fields must be approved by the RM or designee. **If a field is used for hay, the below timeline for haying must be followed.** Haying of up to 2/3 of a rest year field will be allowed as early as June 1. Haying operations may be conducted in strips (e.g. haying 4 rows and then leaving 2 rows) or by leaving a central block of

unhayed grass equal to 1/3 of the field. A second cutting will be allowed after July 15 although permittees must allow at least 6 weeks between cuttings to allow time for grassland birds to complete a nesting cycle. Second cuttings may include up to 2/3 of the unit, however, the unhayed portion from the first haying period must be hayed as part of the second cutting. Second cuttings may be conducted in strips as previously described or by leaving a block of unhayed grass equal to 1/3 of the field around the perimeter of the unit. If the Permittee desires to wait they may cut and harvest hay from the entire field without leaving 1/3 of the field, if cut between July 15 - Aug 30, unless otherwise approved by the RM or designee. All hay bales must be removed from the field within 30 days after baling.

13. When haying, the Permittee will furnish documentation of cutting dates, hay yields, and provide records related to fertilizer, lime, and seed applications to the Refuge Manager or designee by December 1 of each haying year by completing the Haying Harvest Report (**Attachment 7**). Receipts must accompany the Haying Harvest Report and clearly specify fertilizer, lime, or seed amounts, and that the product was placed on the Permittee's haying unit. The Permittee must provide an accompanying map that indicates which area of the unit was fertilized and or seeded. All hay bales must be removed from units by October 1 of each haying year. When haying, permittee will mow all vegetation less than 1-inch diameter within unit boundaries at least once during the permit period regardless if it is baled. Example: if 2/3 of the unit is harvested early and the permittee is not interested in haying the other 1/3 after an additional six weeks, the permittee will mow the other 1/3 prior to September 15. **No mowing or haying will be permitted after September 15** to protect grasses, increase root production, and increase winter survival, while also allowing adequate regrowth for wintering birds and protection for overwintering insects such as bumblebees and caterpillars.
14. Invasive legume species (such as Korean Lespedeza) are prohibited for the reseeding of Refuge hay fields and haying of crop fields. Permittees are encouraged to use clover as the preferred legume to allow a second flowering following the initial haying period (to provide additional blooming periods for pollinators and to benefit other wildlife species). Kobe, Legend, or Marion lespedeza varieties are also approved for use.
15. In-Kind Services (IKS) are actions by the Permittee outside of the actual farming process of site preparation, planting, tending, and harvesting of crops and routine mowing of buffers, waterways, and access routes. These in-kind services are actions that will benefit the Refuge's operation and overall goals. **Attachment 10** of the bid package describes further how the Permittee will be selected based on the IKS and bid amount they can provide. It also includes a list of IKS that the Refuge values; any other IKS that the bidder suggests that are not on the provided list must be approved by Refuge management. The bidder should consider the IKS they are able to provide when setting their bid and adjust the bid price accordingly. This will reduce the deductions that have to be accounted for after the Permittees

have been selected. IKS must be related to the specific farm unit in which farming activity occurs. Examples of IKS that may be approved by Refuge Manager or designee include but are not limited to:

- a. Repair or addition of gravel to Refuge roads and access points associated with the specific farming unit.
- b. Replacement of failed culverts and/or repair of sinkholes that develop.
- c. Establishment of grass waterways, buffer strips, and/or fire breaks to better manage Refuge agricultural fields.
- d. Removal of autumn olive and other woody encroachment along field edges.

In-kind services included in the initial bid will not be deducted from the annual payments and their costs should be considered and included in the initial bid application. In-kind services requested beyond those found within the bid application may be approved and subtracted from the final 90% payment made on December 1 annually. Only pre-approved IKS projects will be considered for deductions. Permittee agrees to make payments to contractors or supply vendors as requested by the Refuge Manager or designee to fulfill pre-approved and agreed upon in-kind services projects up to the total of the 90% final payment. The expenses of IKS projects cannot exceed the value of the final payment owed annually. In some instances, with the Refuge Manager's approval, funds may be carried over to the following calendar year to complete successfully an IKS project; however, this should occur as a rare exception.

16. Permittee is responsible for "routine mowing" of roads, firelines, and access routes as outlined in their units' mowing maps and "annual mowing" of other areas as described below. Routine mowing of roads, firelines, and access routes must be conducted at least four times per year between April and October and include at least one pass on each side of roads and two passes (32 feet wide) on fire breaks. **Routine mowing deadlines are as follows: May 15 (1st), July 1(2nd), August 15(3rd), and October 1(4th).** Timing of routine mowing must be approved and coordinated with the Refuge Manager or designee. **Waterways, field entrances, field edges, and buffers must be mowed at least once each year of the permit period from July 15-October 1 to complete annual mowing requirement.** The government shall not be liable for accident, injury or claims arising from activities related to mowing and permittees should familiarize themselves with the location of culverts, bridges, signposts, eroded areas, and all other hazards in areas to be mowed. No deductions will be given for equipment damage incurred by the permittee because of mowing operations.

Please note, management shall consider the implementation of an in-kind service fuel deduction as a result of a national or worldwide catastrophe that causes the "Weekly US On-Highway Diesel Fuel Price" for the Midwest (Illinois) region to exceed 1.5 times the price per gallon at the time of the original bid opening date for areas that must be mowed regularly and annually as outlined in this CAO. Therefore, as an example, if the bid closed in October 2022, the price per gallon must exceed \$7.90 per gallon before management would consider implementing the IKS deduction for 2023. Deductions will

be allowed upon request to account for the difference in price per gallon; e.g., if diesel prices are \$8 per gallon and the original bid price for diesel was \$5 per gallon, a \$3 per gallon deduction may be applied for fuel used to complete annual and routine mowing, and management/maintenance of refuge shares. Prices shall be tracked using information obtained through the Energy Information Administration, United States Department of Energy's (EIA DOE) web site: (<https://www.eia.gov/petroleum/gasdiesel/>). This will not include other farming activities such as no-till, planting, or harvesting, as a commodity harvested could be offset or costs may be subsidized from other sources. It is the responsibility of the cooperator to notify management of any request. Once the "Weekly US On-Highway Diesel Fuel Price" for the Midwest (Illinois) region drops below 1.5 times the price per gallon threshold based upon the original bid opening date, the fuel deductions shall be discontinued.

17. Permittee is responsible for the cutting and piling of downed woody debris, fallen trees, and logs on the unit's access road and within the unit's fields. Fallen trees etc. must be cut and placed in the designated burn pile location as indicated by the Refuge Manager or designee. The permittee is authorized to cut standing, live, locust trees with visible thorns present, up to 4-inch diameter at breast height (DBH), within farm fields and access routes to protect wheeled equipment from damage. Locust trees greater than 4 inches DBH must have prior approval from the Refuge Manager or designee before cutting.
18. Permittee is authorized to salvage downed dead wood and trees for firewood within their assigned unit and its fields and access routes. Standing trees may be cut if approved by Refuge Manager or designee. All activities must be conducted in a safe manner. The use of personal protective equipment (such as safety glasses, hearing protection, gloves, hardhat, and chainsaw chaps) is strongly recommended. The government shall not be liable for accident, injury or claims arising from activities related to collection of firewood or cutting trees. Firewood collection is for personal use only; Permittees who sell firewood will have their permits revoked and are subject to prosecution.
19. Permittee is required to notify refuge management if enrolled in Farm Service Agency (FSA) program(s). Once completed, the Permittee will report crop planting to the local FSA office. The Refuge Manager or designee will provide a copy of the Special Use Permit and Crop Rotation Agreement and any addendums to FSA.
20. Permittee is required to implement and/or maintain site specific best management practices:
 - a. Buffers, grass contours, and waterways will be established and maintained on all units as prescribed by the refuge and the NRCS. All buffers, grass contours, and waterways will be mowed by the Permittee between July 15 and October 1 of each year. No tillage will occur within 50 feet of ponds and creeks, and 25 feet of ditches and roadsides. Additional width may be

added to waterways based on conservation needs and at the discretion of the RM or designee.

- b. **Permittee must utilize conservation or no-till practices within fields. If there is a need for tillage, prior approval must be obtained from the RM or designee.**
 - c. There will be no fall tillage on the refuge except for some instances of planting specific cover crops as approved by the Refuge Manager or designee.
21. Soil Testing and Fertilization: Soil testing, liming and fertilization are conducted at the expense of the cooperator. Soil testing will take place as deemed necessary to determine if there is a need for soil supplements. At a minimum, Permittee must take soil samples on all first-year corn and double cropping fields to provide results to the refuge at a rate of one soil test per 5-10 acres. Permittee will place fertilizer and anhydrous ammonia on all corn following University of Illinois Extension Office recommendations. Foliar fertilizer application is allowed after at least one soil application in an effort to maintain overall soil fertility. Soil testing will be required for all permanent hay and clover fields in the second and fifth years of the contract period. **All locations where soil samples are taken must have GPS coordinates recorded or a map where the sample was taken.**
22. An approved Pesticide Use Proposal (PUP) is required before pesticide application. Permittees may request additional herbicides, beyond the approved list, and must make a request by December 1 of the year prior to their intended use. All pesticides must be approved via the Pesticide Use Proposal Process, which could take up to two months. If requested pesticides are approved, Permittee's will be notified by February 1, annually. Permittee is required to follow the associated guidelines.
- a. Only those chemicals on the refuge's approved list will be used (chemicals on that list have approved PUPs) unless written permission is granted for use of other chemicals. See **Attachment 4** for the current approved chemicals. (*Note: The refuge's approved chemical list is subject to change, this list undergoes annual review, and Cooperators will be notified in writing of any changes as soon as possible).
 - b. Permittees may request additional herbicides and must make a request by December of the year prior to their intended use. All herbicides must be approved via the Pesticide Use Proposal Process, which could take up to two months. If a requested herbicide is approved, Permittee's will be notified and provided an updated approved chemical list at the time annual special use permits are signed.
 - c. The Cooperator is responsible for weed control on field edges, buffers, and waterways.
 - d. Permittee is required to report pesticide use, on the Row Crop Report and Haying Harvest Report (**Attachment 7**), by December 1 of each year of permit including chemicals used, total volume, and acreage of area sprayed with the date listed for each application.

- e. No chemicals will be sprayed within 100 feet of open water, creeks, or wetlands as designated by RM or designee. Use of certain herbicides will require larger or smaller buffers per PUP and/or label instructions. The Permittee must ensure which herbicides used require a different buffer.
 - f. Herbicides will not be applied when wind speed is more than 10 mph, under inversion conditions, or when circumstances increase the probability of drift to non-target areas.
 - g. No insecticides will be used on the refuge.
 - h. All pesticide containers must contain the full original legal label. Unlabeled containers are not permitted on refuge property.
 - i. Herbicide applications may be monitored by refuge staff to ensure compliance of application rates, buffers, environmental conditions, and use of approved chemicals.
 - j. Permittee will be required to post fields after pesticide application. Re-entry intervals (REI) must be posted following the pesticide label for guidance at the main access point into the field. Signage will be provided by the refuge.
 - k. Permittee must determine groundwater table depth before using pesticides that have a restriction of 10ft or less to groundwater, if unknown or suspected to be shallow due to standing water. All information must be provided to refuge staff.**
23. The planting of Genetically Modified (GMO) crops (including cover crops) will be allowed on the Refuge. Currently, the following list of soybean and corn traits and related herbicides will be approved for use:
- a. Corn
 - i. Corn Traits: VT Double Pro, VT Double Pro Drought Guard, Trecepta, Smartstax, Smartstax Pro, Duracade Viptera, Viptera, Duracade, Qrome, AcreMax
 - ii. Herbicides related to corn traits:
 - 1. Roundup PowerMax3 (Glyphosate) is tolerant to all of the above
 - 2. Liberty (Glufosinate) is tolerant to some of the options
 - b. Soybeans
 - i. Soybean traits: Enlist E3 Soybeans, XtendFlex Soybeans, Additional trait combinations will enter the market in the next 2-5 years
 - ii. Herbicides related to corn traits:
 - 1. Roundup PowerMax3 (Glyphosate)
 - 2. Liberty (glufosinate)
 - 3. Enlist One
 - 4. Enlist Duo
24. No neonicotinoid-treated seed can be used on the refuge; use of neonicotinoid-treated seeds will be grounds for revocation of the permit.
- a. Neonicotinoids are a class of insecticides chemically similar to nicotine. They are marketed and distributed in various forms including sprays, powders and seed treatments.

25. Seed Treatments are generally not permitted. If refuge staff discover any field to be planted with unapproved seed treatments, the Permittee may be required to disk the entire crop under the soil at the Refuge Manager's discretion. Permittees may request to use seed treatments and must make a request by December of the year prior to their intended use. All seed treatments must be approved via the Pesticide Use Proposal Process, which could take up to two months. If seed treatments are approved, Permittee's will be notified by February 1, annually. If seed treatments are approved the following stipulations will apply:
- a. Permittee's must follow the conditions and restrictions listed on the treatment label. If any refuge policy or applicable state or federal law is more restrictive, it will be followed in addition to the label.
 - b. Any treated grains spilled during loading, hauling, planting, etc. must be immediately picked up.
 - c. Permittee must notify the refuge manager or designee at least one week prior to planting an approved seed treatment. Refuge staff will be required to monitor the planting and post planting to ensure seeds were completely incorporated into the soil.
 - d. Treated seeds in general pose a risk to wildlife via direct consumption. Therefore, any field planted with seeds that were treated, must incorporate all seed under the soil surface and all furrows must be closed. No seeds may remain visible at the soil surface or within furrows. Several mechanisms exist to accomplish this, such as light disking or cultipacking following the planting.
26. Seed labels and seed receipts for all seeds planted on the Refuge must be provided to the Refuge Manager no later than two weeks prior to planting.
27. Permittee will be issued a refuge gate key(s) for carrying out farming operations only. This key shall not be duplicated or loaned. Gates are to remain locked unless otherwise directed by the Refuge Manager or designee.
28. Permittee is responsible for controlling noxious weeds on all of the fields included in this permit.
29. Farming on the refuge is expected to provide food and habitat for wildlife. There will NOT be any compensation for crop damage caused by wildlife.
30. Lime, fertilizer, pesticide use, yields, cover crops, and refuge shares must be recorded on the Row Crop Report and Haying Harvest Report (**Attachment 7**) and submitted to the refuge by December 1 of each year.
31. Permittee shall remove all equipment, including tractors and implements, from the refuge when not in use. All seed bags, herbicide containers, and other discarded materials must be removed and disposed of properly. The cooperators are responsible for safeguarding all farming equipment used on the refuge. It is advised that all

equipment be locked daily to reduce the risk of vandalism and theft. Approval by the Refuge Manager or designee is required prior to storing equipment on the refuge.

32. All equipment used, including ATVs and UTVs, must be clean and free of invasive species plant material, including seeds, before entering the refuge. The Refuge Manager reserves the right to inspect and deny the use of any equipment that appears to contain invasive species plant material or seeds.
33. The Cooperator will take appropriate preventative measures to ensure that any spill of oil or gas products, fertilizer, or herbicide does not enter any stream or other waters. The Cooperator is responsible for any spill cleanup resulting from equipment operations. Any spill resulting in the release of more than 1 gallon of hazardous material (e.g., engine oil, hydraulic fluid, herbicide, etc.) into the environment must be reported immediately to the Refuge Manager or designee.
34. The Permittee agrees that agricultural crops of the type and acreages listed in the CAA and crop rotation agreement must be planted, cultivated, and harvested in accordance with the special conditions. If this agreement is for more than one year the conditions, including but not limited to acreage, herbicide use, etc., may be altered or modified annually, following the first year of operation. Changes in the agreement should generally be made prior to the start of season and must be made by written addendum and attached to the CAA. The cooperator will have two weeks from receipt of the written addendum to review and decide whether to accept or deny the changes. If the changes are agreed upon by the Permittee and the refuge, the addendum is signed and attached to the CAA and becomes part of the agreement. If the changes are not accepted, the selection process for a new Permittee will begin.
35. All improvements made to the refuge as a result of this CAA become property of the United States.
36. This agreement does not imply or establish a use precedent. Future use or bidding of this area will be based upon the most satisfactory use of the land for wildlife benefits, habitat management needs, and administrative needs.
37. Access provided to the Cooperator may be limited, as deemed necessary for wildlife management or public safety reasons by the Refuge Manager. The Cooperator will be notified prior to these restrictions. If a field is taken out of production by the Refuge Manager, the Cooperator's annual rent will be reduced by the following method. The annual rent will be divided by the total acreage of the unit to produce an average rent per acre. The average rent per acre will be multiplied by the total acreage removed from production and that value subtracted from the annual rent payment for each year of the permit until the field is returned to production.

38. Drainage. Construction of any new drainage systems, including field ditches, is prohibited. Maintaining existing drainage systems, such as ditches, field drains, existing tile lines, or other drainage systems, may be permitted only on a case-by-case basis with prior written approval of the Refuge Manager. This special condition is given added emphasis, since threatened and endangered plants and animals can and do often occur in these areas, excess water is beneficial to wildlife utilizing the refuge, and drainage of wetlands is contrary to wetlands policy of the U.S. Fish and Wildlife Service.
39. The Cooperator shall pay the United States of America for any unnecessary damages resulting from the operations herein permitted, and shall repair all damage to roads, trails, ditches, and other improvements.
40. Non-use of farming or haying privileges, in whole or in part, shall be cause for cancellation of a cooperator's privileges at the discretion of the Refuge Manager, unless non-use has previously been approved. Non-use of fields, in whole or in part, may be authorized by the Refuge Manager for resource protection, research projects, or other purposes. Non-use for the convenience of the permit holder will normally not be approved unless there are extenuating circumstances that would warrant such approval. Extreme weather conditions such as fire or floods are examples of extenuating circumstances.
41. The Permittee acknowledges that the refuge has provided information regarding potential unexploded munitions that may exist within farmed fields or other areas on Crab Orchard National Wildlife Refuge. The Permittee agrees that information has been provided regarding associated risks to the Permittee and/or any assistants' health and safety as a result of farming operations in these areas. The Permittee agrees to notify any additional workers or assistants associated with their farming operation of the potential risk of unexploded munitions.

I understand and agree to all special conditions of the Cooperative Row Crop Agreement.

Permittee: _____

Date: _____

Refuge Manager: _____

Date: _____

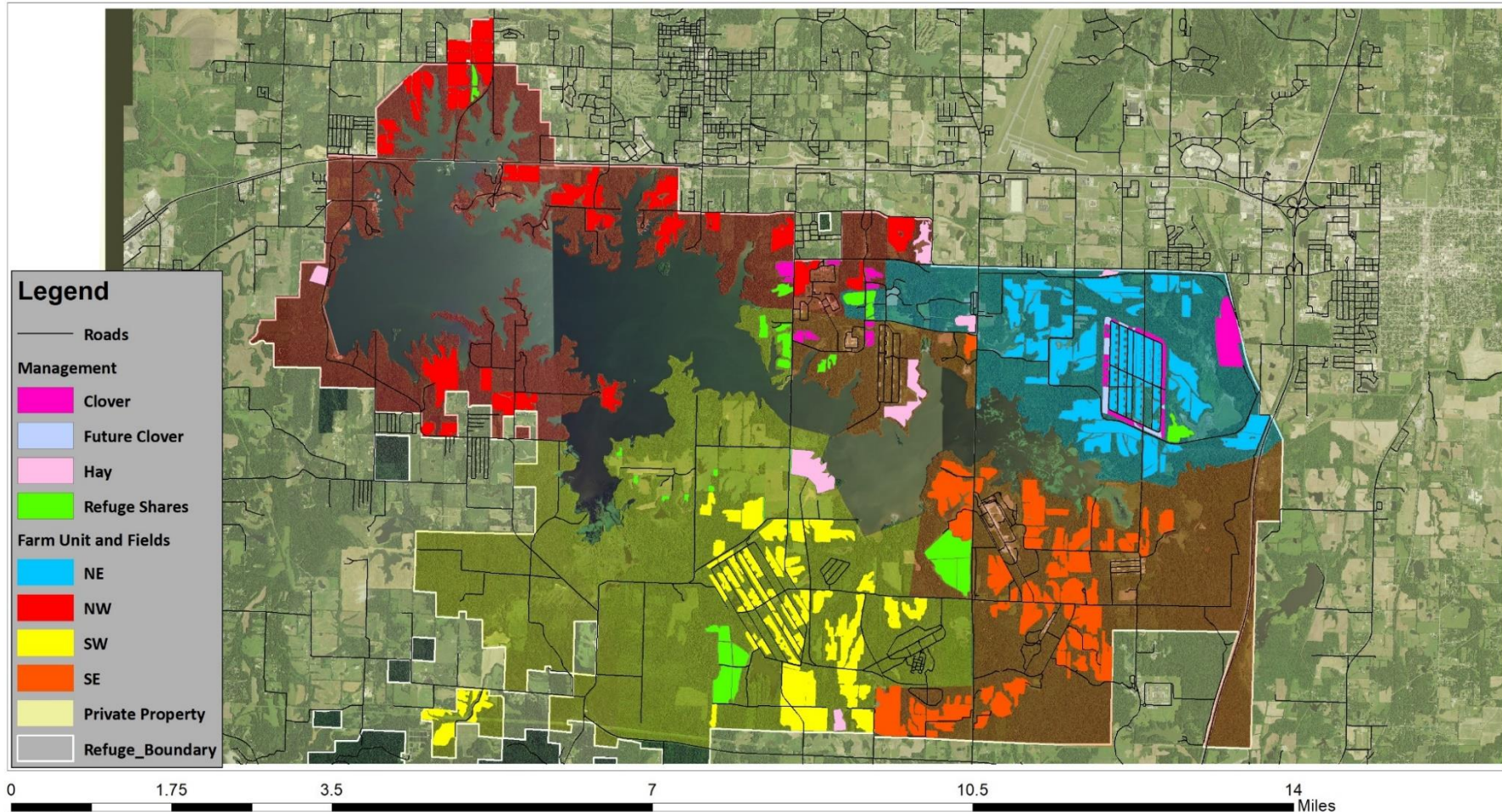
Crab Orchard National Wildlife Refuge –Attachment 3
Farm Unit Map and Descriptions-Row Crop Acres



U.S. Fish & Wildlife Service

Crab Orchard National Wildlife Refuge

2023 Farm Units and Fields



Produced at:
Crab Orchard National Wildlife Refuge
Marion, IL
Author: Dan Wood
Produced: 9/27/2022
Basemap: 2017 NAIP
Path: O:\BIO\Agriculture\2023_Farm_Bid_Drafts\FINAL CAO Maps\Final_BidMap_2023.mxd

Datum: NAD 83 1:29,924



The USFWS makes no warranty for use of this map and cannot be held liable for actions or decisions based on map content.

Crab Orchard National Wildlife Refuge – Attachment 3 (continued)
Unit Map and Descriptions

	Number of Fields	Acres
NW Farm Unit	46	959 acres
Clover Fields	4	42 acres
Hay	2	54 acres
Refuge Share fields	3	26 acres
Row Crop Fields	37	837 acres

	Number of Fields	Acres
NE Farm Unit	62	1,371 acres
Clover Fields	10	166 acres
Future Clover Fields	8	34 acres
Hay	2	26 acres
Refuge Share fields	3	65 acres
Row Crop Fields	39	1,080 acres

	Number of Fields	Acres
SW Farm Unit	63	1,264 acres
Clover Fields	0	0 acres
Hay	2	102 acres
Refuge Share fields	16	206 acres
Row Crop Fields	45	956 acres

	Number of Fields	Acres
SE Farm Unit	64	1,351 acres
Clover Fields	2	28 acres
Hay	1	67 acres
Refuge Share fields	5	159 acres
Row Crop Fields	56	1,097 acres

*Refuge will require winter cover crop following all soybeans; can be hayed or harvested in spring/summer.

*All cornfields must leave 300ft x 20 ft of corn, 20 ft from a wooded edge for hunters.

Crab Orchard National Wildlife Refuge – Attachment 4

Approved Herbicides-2022 Farming Program Approved Pesticide List

***USE OF ANY OTHER HERBICIDES WITHIN ROW CROP UNITS MUST BE PREAPPROVED BY THE REFUGE

Pesticide	Brand Name	Use	Level of Approval			REI
			Field	RO	WO	
2,4-D amine	Amine 400 2,4-D Weed Killer	Corn/Soybeans/Terrestrial			X	48hrs
2,4-D BEE + Triclopyr BEE	Crossbow	Grazing Unit/Fence Lines/Terrestrial			X	Until Dry
2,4-D ester	Agri Star 2, 4-D LV4	Corn/Soybeans			X	12hrs
Aminopyralid + 2,4-D	GrazonNext HL	Grazing/haying unit			X	48hrs
Azoxystrobin/Difenoconazole	Quadris SB, Quadris Top SBX	Asiatic Soybean rust		X		12hrs
Benzovindiflupyr/Azoxystrobin/Propiconazole	Trivapro	Southern Corn rust		X		12hrs
Chlorimuron ethyl	Classic	Soybeans		X		12hrs
Chlorimuron/Thifensulfuron	Synchrony XP	Soybeans		X		12hrs
Clethodim	Select 2 EC	Soybeans			X	24hr
Flumiclorac	Resource	Corn			X	12hrs
Flumioxazin/Chlorimuronethyl	Valor XLT	Soybeans		X		12hrs
Flumioxazin/Pyroxasulfone	Fierce	Corn/Soybeans/Wheat		X		12hrs
Glyphosate	Roundup and others	Corn/Soybeans; Terrestrial/Aquatic		X		4hrs
Imazamox	Beyond	Clearfield sunflower		X		4hrs
Imazethapyr	Pursuit	Corn/Soybeans			X	4hrs
Lactofen	Cobra	Soybeans			X	12hrs
Mesotrione	Callisto, Sotrion	Corn		X		12hrs
Nicosulfuron/Rimsulfuron	Steadfast/Steadfast Q/Accent	Corn		X		4hrs
Pendimethalin	Prowl 3.3 EC, Prowl H20	Soybeans/Sunflowers			X	24hrs
Propiconazole	Tilt	Soybean rust			X	12hrs
Propiconazole/Trifloxystrobin	Stratego	Soybean rust			X	12hrs
Rimsulfuron	Resolve DF	Corn		X		4hrs
Saflufenacil and Saflufenacil/Dimethenamid	Sharpen, Verdict	Corn			X	12hrs
Sethoxydim	Poast, Poast Plus	Soybeans; Terrestrial	X			12hrs
Simazine	Princep 4L	Corn			X	12hrs
Thifensulfuron/Tribenuron	Harmony/Harmony Extra SG	Wheat		X		12hrs
Topramezone	Impact	Corn		X		12hrs
Triclopyr (amine)	Garlon 3A, Triclopyr 3 SL	Grazing/haying unit; Terrestrial			X	48hrs
Triclopyr, butoxyethyl ester	Remedy, Remedy Ultra, Pasture Gard HL	Grazing/haying unit/Terrestrial			X	12hrs



BID SHEET
National Wildlife Refuge System

Crab Orchard National Wildlife Refuge
8588 Route 148
Marion, IL 62959



Attachment 5

APPLICANT INFORMATION:

Name (Proposal Submitter): _____

Partner Name (if applicable): _____

Name of Business or Farm: _____

Mailing Address: _____

Tax ID #: _____ Phone Number: _____ ☐ Work ☐ Cell

E-mail Address: _____

BID INFORMATION: Please evaluate the entire Cooperative Agricultural Opportunity and attachments, and place your bid based upon the price you would pay per unit each year. Please consider the services you're able to provide when setting your bid and adjust the bid price accordingly. The bid amount will undergo a scoring and weighting process as outlined below. Weighted scores will be used in making final selections as outlined in Attachment 10 (Application Analysis and Cooperator Selection Process for Row Crop CAAs). The CAAs will be awarded to the highest ranked applicant for each CAO allotment. Your annual rent will be your original bid amount. In the event of a tie, the winning bidder will be randomly drawn from the tied, competing bidders. Feel free to end your bid with cents to help avoid ties such as \$22,009.27 rather than \$22,000. You may bid on multiple units, but you will be awarded no more than two units. Please rank each unit in order of preference. The rankings will be used to make final selections in the instance you are the highest bidder on more than one unit. If you are interested in being awarded two units, please rank them individually below in case you are the highest bidder on only one, and combined in the next section, so the panel will know your preferred units in case you are the highest bidder on multiple units.

Bid Amount (Annual rent payment) and Non-Monetary Values:

Unit Name	Annual Rent (Bid Amount)	Annual In-Kind Service Costs (\$)	Annual Refuge Share Costs (\$)	Annual Non- monetary* Total (\$)	Annual Total Bid Value (\$)
Northeast (NE)					
Northwest (NW)					
Southeast (SE)					
Southwest (SW)					

*sum total for all in-kind services (including labor and all other costs) and refuge shares (including all input, maintenance, and management costs).

Please select one option:

I am only interested in being awarded one unit ☐ I am interested in being awarded two units ☐

Single Unit Preference Ranking: If interested in farming only one unit, please rank your preferences with one being the highest and four being the lowest preference.

NE _____ NW _____ SE _____ SW _____

Multiunit Ranking: If interested in two units, please rank your preference for which two units you prefer to obtain with one being the highest and six being the lowest preference.

NE/NW _____ NE/SE _____ NE/SW _____ SE/SW _____ SE/NW _____ NW/SW _____

ADDITIONAL INFORMATION:

If you need additional space to provide your answers, please attach additional sheets to this bid sheet.

Current Pesticide Applicator's License: ☐ Yes ☐ No (Check One) Type: _____ Expiration: _____

Current Driver's License: ☐ Yes ☐ No (Check One) State: _____ License#: _____ Expiration: _____

The following pages contain questions regarding experience, past performance, capacity, and ability to provide in-kind services, refuge shares, and wildlife value. You are encouraged to type or write your responses with sufficient detail such that panel members may adequately discern the full range of your abilities, knowledge, and the benefits that you can provide to the refuge. Although space is provided, this is likely best accomplished by attaching typed responses to this application to ensure you have enough space and panel members can easily read your responses. However, if you prefer, you may answer in the spaces provided below.

Experience/Past Performance/Capacity

- 1.) Describe your experience in cultivation of row crops, small grains, and green forage (include years of experience, acres farmed, any additional crop species, etc.):

- 2.) *Describe your recent (recent is defined as within the past 10 years only) experience with implementing recommended NRCS best management practices such as buffers, waterways, no-till, conservation tillage, soil testing, and using an integrated pest management approach with limitations on pesticides.*

- 3.) *Describe your recent (recent is defined as within the past 10 years only) experience row crop farming using cover crops; include as much detail as possible such as crops planted, acreages, problems, solutions, etc. Attach supporting evidence to the bid sheet in the form of cover crop seed receipts that include your name or business name and dated within the last 10 years.*

- 4.) *Describe your recent (recent is defined as within the past 10 years only) experience row crop farming without the use of neonicotinoids or neonicotinoid treated seeds; include as much detail as possible such as crops planted, acreages, problems, solutions, etc. Attach supporting evidence to the bid sheet in the form of non-neonicotinoid treated seed receipts that include your name or business name and dated within the last 10 years.*

- 5.) *Describe your recent (recent is defined as within the past 10 years only) experience farming through a Special Use Permit or contract on a National Wildlife Refuge or other comparable conservation lands, e.g. Forest Service, State Conservation Areas, etc. Include the locations, conservation agency, acreages, crops planted, dates of performance, and any other pertinent details:*

- 6.) *Please provide contact information for at least one landowner or public land manager you have worked with, and indicate if you are okay with us contacting them to discuss performance and if you/they would be willing to accommodate a visit to the property you have farmed prior to beginning operations on refuge:*

- 7.) *List all available equipment in good working condition, for example harvesters, tractors, bushhogs, trucks & trailer, forestry mowers, backhoes, dozers, sprayers, and partners or personnel available to your farming operation. Attach additional sheets if necessary.*

Equipment:

Partners or Personnel available:

In-Kind Services

- 8.) *Please indicate the in-kind services you can provide for each unit you are bidding on and describe the quantity you can provide of each and/or the number of hours you're able to provide the service. Please refer to the Applicant Analysis Worksheet for Row Crop Cooperative Agricultural Opportunities and the description of the rating scale to see how these in-kind services will be scored.*
- a.) *Providing rock for Refuge roads (purchase, delivery, and tailgating)*
 - b.) *Roadside tree trimming and/or Chemical side-cuts*
 - c.) *Removing Autumn Olive/woody encroachment from row crop and hay field edges and follow-up spraying of resprouts*
 - d.) *Fertilizing and/or liming hay and clover fields*
 - e.) *Spraying invasive and/or woody plants in hay and clover fields*
 - f.) *Spraying weeds around infrastructure such as culverts, bridges, water control structures, etc. within the farm unit*
 - g.) *Please provide and describe any additional services not listed above that you are able to provide to the Refuge. Refuge management must approve each additional service.*

Wildlife Value/Refuge Shares

- 9.) *Describe what crop rotation you propose and fill out Attachment 12 for each farm unit you are bidding on. Only soybeans will be allowed to be planted two years in a row if conditions warrant (spring too wet), and only if different chemical modes of action are used each time. Each year, the cooperator will propose a final crop rotation (including cover crops) and herbicide intentions/requests to the Refuge for approval by December 1 for use the following year. Preference will be given to rotations that incorporate consideration for wildlife, pollinators, specialty crops and/or rotations that change up the herbicide chemical mode of action in an effort to suppress noxious and/or herbicide resistant weeds. Cooperators will no longer be required to have a rest/hay year due to the presence of herbicide resistant weeds; however, Cooperators may manage fields for hay if desired but must address weed issues that may develop including but not limited to woody encroachment and herbicide resistant weeds. What is your proposed crop rotation? Are you alternating the types of crops you are planting based on the nutrients they give/take from the soil? Will this rotation deter invasive or pest plant species? Describe your plans for diversifying chemical modes of action among years as it relates to your proposed crop rotation.*
- 10.) *Describe your plans for cover cropping and ensure your plans are inserted into Attachment 12 for each farm unit on which you are bidding. Preference will be given to rotations that include annual use of cover crops, with high diversity of cover crops among years and fields, with excellent wildlife benefits for food, cover, and wildlife viewing opportunities, while also providing for excellent weed suppression.*

11.) *Describe your plans for establishment and maintenance of additional field buffers, waterways, temporary or permanent hay fields, clover, etc. in crop fields that have benefits to wildlife, water quality, and/or herbicide drift protection? In most instances these types of activities provide greater wildlife value versus row crops and preference will be given to rotations that incorporate higher levels of establishment and maintenance of these agricultural habitats that have secondary benefits to the refuge and wildlife.*

Certification: I hereby certify that I have read and, if selected, agree to the permit conditions listed in the bid package. The U.S. Fish and Wildlife Service reserves the right to reject any or all bids. I further certify that the information submitted in this bid sheet is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. 1001.

Signature: _____ Date: _____

NOTICES

All information you provide will be considered in reviewing this application. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the permit and may be punishable by fine or imprisonment (18 U.S.C. 1001).

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

Purpose: To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

Routine Uses: The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses may be found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

Disclosure: Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.


PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Clearance Officer, U.S. Fish and Wildlife

Service, 5275 Leesburg Pike, MS: PRB (JAO/3W), Falls Church, VA 22041-3803, or via email to Info_Coll@fws.gov. Please do not send your completed form to this address.



Commercial Activities Special Use Permit Application

Refuge Name: Address: Attn: (Refuge Official) E-Mail: Phone #: **For Official Use Only:**Approved Permit #: Station #: Permit Term: from to **Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.**1a) Identify the type of Permit you are applying for: New ☐ Renewal ☐ Modification ☐ Other ☐ 1b) Have you applied, or do you intend to apply, to any other refuges for this same activity? ☐ Yes ☐ No1c) If yes, which refuges? **Applicant Information**2) Full Name: 3) Title: 4) Business Name: 5) Physical Address: City/State/Zip: 6) Mailing Address: (if different than above) City/State/Zip: 7) Business Phone #: 8) Business Fax #: 9) E-mail: 10) Business Tax ID #: 11a) Within the past 5 years, has the company (entity), its owners, or any employees who have or will be expected to operate on the refuge, been convicted, pled nolo contendere, forfeited collateral, or are currently under charges for any violations of any State, Federal, or local law, or regulations related to fish and wildlife or permit activities? ☐ Yes ☐ No

11b) If you answered "YES" to question #11a, provide the individual's name, date of charge, charge(s), location of incident, court, and action taken for each violation.

12) List **known** assistants/subcontractors/subpermittees: (Only required if the assistants/subcontractors/subpermittees will be operating on the refuge without the permittee being present. If unknown at time of application we may require this under "special conditions" to permit before approval.)

Name/Business	Address	Phone #

Activity Information:

13a) Choose a Commercial Activity: **Guided Recreation** ☒ **Audio/Visual Recording** ☐ **Recreation Events** ☐ **Cabins** ☐
Transportation Services ☐ **Agricultural Use** ☐ **Marine Salvage/Storage** ☐ **Mineral Lease** ☐ **Other** ☐

13b) Specify Type of Activity if 'Other' was chosen:

Note: Depending on the activity for which you are requesting a permit, we may ask you for the following activity information. Please contact the refuge where the activity is being conducted to determine what information is required.

14) Describe activity by specifically identifying timing (occupancy timeline), frequency, and how the activity is expected to proceed:

15) Specifically identify location(s) and/or attach a map: (GPS location(s) preferred)

16) If drones are necessary, describe why the drone is needed and provide specifics on how it will be used:

17) For Guided Operations estimate number of clients if applicable: Per Day

Per Season

18) Inquire with refuge if Plan of Operation is required. Is a Plan of Operation attached? Yes ☐ No ☐ N/A ☐

19) Inquire with refuge if a trip schedule is required. Is a trip schedule attached? Yes ☐ No ☐ N/A ☐

License/Insurance Coverage/Certification/Permit

Note: Contact the refuge where the activity is going to be conducted to determine if we will require any type of license(s), insurance(s), certification(s), or permit(s). We may process this Special Use Permit while the applicant obtains them.

20) List and attach a copy of any **licenses** you have for equipment operation (i.e., aviation or commercial boats), pesticide application(s), transporters, or others, if required:

License Type	Number	Expiration Date

21) List and attach any **insurance coverage(s)** you have such as general liability, aviation, grounding liability, contaminants applicator, medical evacuation, or others, if required:

Insurance Type	Carrier	Expiration Date

22) List and attach any **certifications** you have such as rat free, hull inspections, CPR/First Aid, or others, if required:

Certificate Type	Expiration Date

23) List and attach other Federal, State, or Tribal **permits**, if required:

Permit Type	Permit Number	Expiration Date

Logistics and Transportation

Note: We do not require all information for each use. See instructions at the end of the notice and contact the refuge to determine applicability of a particular item.

24a) Does the activity require personnel to stay overnight on the refuge? Yes ☐ No ☐ N/ A ☐

24b) If yes, list names of personnel involved:

List Names	List Names	List Names	List Names

25) Identify and describe all major equipment/gear and materials needed for activity, if required:

26a) Provide detailed information on the logistics for onsite, intersite, and/or ship-to-shore transportation to or on the refuge, if required:

26b) Provide descriptions, license plate and/or identification numbers of vehicles used for onsite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26c) Provide descriptions, license plate and/or identification numbers of vehicles used for intersite transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

26d) Provide descriptions, license plate and/or identification numbers of vehicles used for ship to shore transportation, if required:

Vehicle Type	Plate/I.D./Registration #	Vehicle Type	Plate/I.D./Registration #

27a) Is fuel cache needed? Yes ☐ No ☐ N/A ☐

27b) Specific location(s) of fuel caches: (GPS Coordinates preferred)

28) Is a Safety Plan attached?
Yes ☐ No ☐ N/A ☐

Work and Living Accommodations

29) Specifically describe onsite work and/or living accommodations, including spike camps:

30) Specifically describe on or offsite hazardous material storage or other on or offsite material storage space: (Including on and offsite fuel caches.)

Sign, date, and print this form and return it to the refuge for processing. By signing this application, I agree my operations will conform to the information I have provided in this application, and I understand that any deviations or changes to this information must receive prior written approval.

31) Signature of Applicant: _____ Date of Application: _____

NOTICES

No Members of Congress or Resident Commissioner shall participate in any part of this contract or to any benefit that may arise from it, but this provision shall not pertain to this contract if made with a corporation for its general benefit.

The Permittee agrees to be bound by the equal opportunity "nondiscrimination in employment" clause of Executive Order 11246.

PRIVACY ACT STATEMENT

Authority: The information requested is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd-ee) and the Refuge Recreation Act (16 U.S.C. 460k-460k-4).

Purpose: To collect the applicant's information to process permits allowing for commercial activities such as: guiding hunters, anglers or other outdoor users; commercial filming; agriculture; rental of cabins and trapping while on the National Wildlife Refuge System.

Routine Uses: The information will be used by the refuge's administrative office for processing Commercial Activity Special Use permits. More information about the routine uses may be found in the Systems of Records Notice, FWS-5 National Wildlife Refuge Special Use Permits.

Disclosure: Providing the information is voluntary. However, submission of information is required to process and approve commercial activity usage on the National Wildlife Refuge System.

PAPERWORK REDUCTION ACT STATEMENT

We are collecting this information subject to the Paperwork Reduction Act (44 U.S.C. 3501) to evaluate the qualifications, determine eligibility, and document permit applicants and to respond to requests made under the Freedom of Information Act and the Privacy Act of 1974. The information that you provide is required to obtain or retain a benefit; however, failure to provide all required information is sufficient cause for the U.S. Fish and Wildlife Service to deny a permit. False, fictitious, or fraudulent statements or representations made in the application may be grounds for revocation of the Special Use Permit and may be punishable by fine or imprisonment (18 U.S.C. 1001). According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor and a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. OMB has approved this information collection and assigned control number 1018-0102.

ESTIMATED BURDEN STATEMENT

The public reporting burden for this information collection varies based on the requested specific refuge use. We estimate the relevant public reporting burden for the Commercial Activity Special Use Permit Application form to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Service Information Collection Clearance Officer, Division of Policy, Performance, and Management Programs, Fish and Wildlife Service, Mail Stop BPHC, 5275 Leesburg Pike, Falls Church, VA 22041-3803. Please do not send your completed form to this address.

GENERAL CONDITIONS AND REQUIREMENTS

- 1) **Responsibility of Permittee:** The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, and/or the part of anyone of his/her associates, to use reasonable care.
- 2) **Operating Rules and Laws:** The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county, and State laws applicable to the operations under the permit as well as all Federal laws, rules, and regulations governing national wildlife refuges and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the refuge official in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of refuge fires.
- 3) **Use Limitations:** The permittee's use of the described premises is limited to the purposes herein specified and does not, unless provided for in this permit, allow him/her to restrict other authorized entry onto his/her area; and allows the U.S. Fish and Wildlife Service to carry on whatever activities are necessary for: (1) protection and maintenance of the premises and adjacent lands administered by the U.S. Fish and Wildlife Service; and (2) the management of wildlife and fish using the premises and other U.S. Fish and Wildlife Service lands.

- 4) Transfer of Privileges: This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of the Regional Director of the U.S. Fish and Wildlife Service and the permit shall not be used for speculative purposes.
- 5) Compliance: The U.S. Fish and Wildlife Service's failure to require strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the U.S. Fish and Wildlife Service's right to thereafter enforce any of the permit's terms or conditions.
- 6) Conditions of Permit not Fulfilled: If the permittee fails to fulfill any of the conditions and requirements set forth herein, the U.S. Fish and Wildlife Service shall retain all money paid under this permit to be used to satisfy as much of the permittee's obligation as possible.
- 7) Payments: All payment shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service by a postal money order or check made payable to the U.S. Fish and Wildlife Service.
- 8) Termination Policy: At the termination of this permit the permittee shall immediately give up possession to the U.S. Fish and Wildlife Service representative, reserving, however, the rights specified in paragraph 11 below. If he/she fails to do so, he/she will pay the U.S. Fish and Wildlife Service, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 11 below. The acceptance of any fee for the liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittee's action nor shall it operate as a waiver of the U.S. Fish and Wildlife Service's right to terminate or cancel the permit for the breach of any specified condition or requirement.
- 9) Revocation Policy: The Regional Director of the U.S. Fish and Wildlife Service may revoke this permit without notice for noncompliance with the terms hereof, or for violation of general and/or specific laws or regulations governing national wildlife refuges, or for nonuse. It is at all times subject to discretionary revocation by the Director of the Service. Upon such revocation the U.S. Fish and Wildlife Service, by and through any authorized representative, may take possession of said premises for its own and sole use, and/or may enter and possess the premises as the agent of the permittee and for his/her account.
- 10) Damages: The U.S. Fish and Wildlife Service shall not be responsible for: any loss or damage to property including but not limited to crops, animals, and machinery; injury to the permittee or his/her relatives or to the officers, agents, employees, or any other(s) who are on the premises from instructions; the sufferance from wildlife or employees or representatives of the U.S. Fish and Wildlife Service carrying out their official responsibilities. The permittee agrees to hold the U.S. Fish and Wildlife Service harmless from any and all claims for damages or losses that may arise to be incident to the flooding of the premises resulting from any associated government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.
- 11) Removal of Permittee's Property: Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the U.S. Fish and Wildlife Service have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the U.S. Fish and Wildlife Service official in charge, but not to exceed 60 days, remove all structures, machinery, and/or equipment, etc., from the premises for which he/she is responsible. Within this period the permittee also must remove any other of his/her property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the U.S. Fish and Wildlife Service.

INSTRUCTIONS FOR COMPLETING APPLICATION

You may complete the application portion verbally, in person, or electronically and submit to the refuge for review. Note: Please read instructions carefully as not all information is required for each activity. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of a particular item. We may add special conditions or permit stipulations to permit prior to approval.

1a-c) Identify if permit application is for new, renewal, or modification of an existing permit, whether or not you have or will be applying to another refuge for the same activity, and for which refuge(s). Permit renewals may not need all information requested. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.

2-9) Provide applicant and/or business full name, organization or business name (if applicable), physical and mailing address, phone, fax, and e-mail.

10) Provide tax identification number of business or individual.

11a-11b) Check box answering the question regarding any violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities, if required. If **you answered yes to question 11a**, supply the detailed information requested in question 11b. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require information on violations of State, Federal, or local law, or regulations related to fish and wildlife or permit activities.

12) Provide the names and addresses of known assistants, subcontractors, or subpermittees. We may require names and address if the assistants, subcontractors, or subpermittees will be operating on the refuge without the permittee being present. Volunteers, assistants, subcontractors, or subpermittees that are accompanied by the permittee need not be identified.

- 13) Activity type: identify commercial activity type (such as, guided recreation, audio/visual recording, recreational events, agriculture activities such as haying, grazing, crop planting, logging, beekeeping, and other agricultural products, building or occupying cabins, or other commercial uses). Describe other commercial uses if not one of the listed categories. Applicants in Alaska should contact the specific refuge headquarters office where the activity is going to be conducted if you have questions regarding commercial or subsistence activities.
- 14) Describe Activity: provide detailed information on the activity, including timing and occupancy timeline, frequency, how the activity is expected to proceed, etc. Permit renewals may not need activity descriptions if the activity is unchanged from previous permit. Most repetitive activities do not require an activity description for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine applicability of this requirement.
- 15) Location: identify specific location (GPS coordinates preferred) if not at a named facility, and/or attach a map with location. Most repetitive activities may not require identification of a location. In addition, permit renewals may not require a location if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a location is required.
- 16) If a drone will be used for this activity, describe in detail why the drone is necessary to complete the activity and provide specifics on how the drone will be used.
- 17) Estimate number of clients per day or per season.
- 18) Attach a Plan of Operation, if required. Most repetitive activities do not require a Plan of Operations for each visit. In addition, permit renewals may not require a Plan of Operations if the activity is essentially unchanged from the previous permit. Contact the specific refuge headquarters office listed where the activity is going to be conducted to determine if a Plan of Operations is required.
- 19) Attach trip schedule, if required. Most repetitive activities will require trip schedules for each visit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if trip schedules are required.
- 20) Specifically identify types and numbers of licenses and attach a copy, as required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of licenses required, and to coordinate the simultaneous application for multiple types of licenses. We may process this Special Use Permit while licenses are being sought, but we may or may not issue the Special Use Permit until appropriate licenses are obtained.
- 21) Specifically identify names, types, carriers of insurance, and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of insurance required, and to coordinate obtaining several types of insurance simultaneously with this permit. We may or may not issue this Special Use Permit while other types of insurance are being obtained.
- 22) Specifically identify types and numbers of other certifications and attach copies if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of certifications required, and to coordinate the simultaneous application of multiple certifications. We may or may not issue this Special Use Permit while other certifications are being obtained.
- 23) Specifically identify types and numbers of other State, Federal or tribal permits and attach copies, if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine the types of permits required, and to coordinate the simultaneous application of multiple State, Federal or tribal permits. We may process this Special Use Permit while other State, Federal or tribal permits are being sought, but we may or may not issue the Special Use Permit until other appropriate State, Federal or tribal permits are obtained.
- 24a-24b) Provide name(s) of any personnel required to stay overnight, if applicable.
- 25) Identify all equipment and materials that will be used, if required. Most repetitive activities do not require a list of equipment. In addition, permit renewals may not require a list of equipment if the event is essentially unchanged from the previous permit. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if a list of equipment is required.
- 26a-26d) Describe and provide vehicle descriptions and license plate or identification numbers of all vehicles, including boats and airplanes, if required. Motor vehicle descriptions are only required for permittee vehicle, and/or if the vehicle will be operated on the refuge without the permittee being present. Motor vehicles that are accompanied by the permittee as part of a group (convoy) activity need not be identified if cleared in advance by refuge supervisor. Specifically describe ship-to-shore, intersite (between islands, camps, or other sites) and onsite transportation mechanisms, and license plate or identification numbers, if required.
- 27a-27b) Identify specific location(s) of fuel cache(s) (GPS coordinates preferred), if required.
- 28a-28b) Attach safety plan if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require a safety plan.
- 29) Specifically describe onsite work and/or living accommodations, if required. Include descriptions and locations (GPS coordinates preferred) of spike camps or other remote work and/or living accommodations that are not part of the base of operations. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of on-site work and/or living accommodations.

30) Specifically describe onsite or offsite hazardous material storage, or other material storage space (including on and offsite fuel caches), if required. Contact the specific refuge headquarters office where the activity is going to be conducted to determine if we require descriptions of hazardous material storage or other on-site material storage.

31) Print the application (if using the fillable version). Date and sign the application and return to refuge for processing. By signing this application, you agree your operations will conform to the information you have provided in this application, and understand that any deviations or changes to this information must receive prior written approval. The refuge official will review and, if approved, fill out a Special Use Permit, sign, and return a copy to you for signature and acceptance.

**SUPPLEMENTAL INSTRUCTIONS FOR USE OF FORM 3-1383-C FOR
APPLICATIONS FOR COOPERATIVE AGRICULTURE OPPORTUNITIES ON THE NWRS**

14) Describe how your proposed activity, based on your background, knowledge and experience, meets the objective criteria by which the Service will evaluate your application as outlined in the Service's Notice of Cooperative Agricultural Opportunity (Notice). In addition, if applicable, please identify how your proposed activity is different from the description of the cooperative agricultural opportunity outlined in the Notice.

18) Does not need to be filled out at time of application. However, this section must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

Logistics and Transportation

24a-30) Do not need to be filled out at time of application. However, these sections must be filled out, in coordination with the Service, after the opportunity is awarded and before applicant begins any cooperative agricultural on the NWRS.

**THIS APPLICATION FORM IS NOT VALID AS A PERMIT
BUT MAY BE USED AS A REFERENCE DOCUMENT ATTACHED TO THE OFFICIAL PERMIT.
ONLY OFFICIAL REFUGE PERSONNEL MAY ASSIGN A VALID PERMIT NUMBER AND PERMIT TERM
TO THIS APPLICATION FORM AFTER THE PERMIT HAS BEEN APPROVED.**

Crab Orchard National Wildlife Refuge - Attachment 7

Example Row Crop Report (Please complete the form and return to Crab Orchard NWR by December 1 of each year of the permit)

Crop Year: _____ Row Crop Unit #: _____

Cooperator Name: _____

Field ID	Acres	Crop	Cover Crop	Avg. Bu./ac.	Refuge Share (%)	Nitrate (%)	Nitrate (lbs.)	18-46-0 (lbs.)	18-46-0 (lbs.)	18-46-0 (lbs.)	Lime (tons)
A35-1	13.3	CORN			100%						
A35-2	11.1	BEANS	Wheat		CoverCrop						
A37N-1	10.3	CORN			-						
A37N-2	20.4	HAY			-						
A37N-3	18.5	HAY			-						
A37N-4	16.4	BEANS	Wheat		CoverCrop						
A37N-5	15	CORN			-						
A37N-6	14.2	CORN			-						
A37N-8	7.8	BEANS	Wheat		CoverCrop						
A37N-9	4	CORN			-						
A37N-10	8.1	CORN			-						
A37S-11	5.4	BEANS	Wheat		CoverCrop						
A37S-12	7.5	BEANS	Wheat		CoverCrop						
A37S-14	17	HAY			-						

Total Acres: 169
Crab Orchard National Wildlife Refuge – Attachment 7 continued

Herbicide Applications

Herbicide Brand Name	Total Amount Used	Crop Type	Acres Treated

Please include a description of any additional activities, improvements, management actions, or infrastructure repairs conducted throughout the year:

Please include a description of any concerns that the refuge should be made aware of:

Crab Orchard National Wildlife Refuge - Attachment 7 Continued
Hay Harvest Report

Crab Orchard National Wildlife Refuge Hay Harvest Report

Please complete the front and back of the form and return to Crab Orchard National Wildlife Refuge by **December 1 of each year of the permit.**

Please use a new form for each hay unit you harvest.

Cooperator Name: _____

Year: _____

Unit Name: _____

Treatments

Date	Treatment (haying, mowing, seeding, etc.)	Acreage or Percent of Unit	Comments

Agricultural Lime

Date	Total Tons	Acres or Percent of Unit

Fertilizer Applications

Date	Fertilizer Ratio	Total lbs.	Acres or Percent of Unit

Herbicide Applications

Herbicide Brand Name	Total Used (indicate gal, oz., or lbs.)	Grass Type	Target Pest Plant(s)	Acres or Percent of Unit

Seeding

Date	Species Seeded	Lbs./ac.	Total lbs.	Acres or Percent of Unit

Crab Orchard National Wildlife Refuge – Attachment 8
Row Crop and Haying Checklist and Permittee Evaluation

Special Use Permit # _____

Permittee Name: _____ Evaluation for Bid Year: _____

Special Use Permit signed and issued prior to start of row cropping period?	Yes	No	N/A
100% of annual rent payment received by December 1 (less any approved IKS)?	Yes	No	N/A
Permittee conducted activities only during authorized farming period (April 1 - Dec. 1)?	Yes	No	N/A
Permittee illustrated flexibility in hay date(s) per specifications of the Refuge?	Yes	No	N/A
Permittee hayed units as outlined in the Special Use Permit?	Yes	No	N/A
Permittee treated woody, invasive and noxious weeds within hay units?	Yes	No	N/A
Permittee mowed buffers, waterways, etc., as outlined in the SUP and Mowing Plan?	Yes	No	N/A
Permittee completed the routine mowing as outlined in the SUP and Unit Mowing Plan?	Yes	No	N/A
Permittee applied only authorized pesticides?	Yes	No	N/A
Permittee provided a copy of the liability insurance prior to the farming period?	Yes	No	N/A
Permittee addressed fallen trees on the access road(s), within fields, and piled debris in designated burn pile location(s)?	Yes	No	N/A
Permittee provided a copy of the surety bond prior to farming period?	Yes	No	N/A
Permittee planted crops per the Crop Rotation Agreement or approved amendments?	Yes	No	N/A
Permittee planted all required cover crops on soybean fields?	Yes	No	N/A
Permittee planted approved cover as agreed to in the bid and crop rotation agreement?	Yes	No	N/A
Permittee conducted/supplied soil tests/results as outlined in the Special Conditions?	Yes	No	N/A
Permittee completed/provided the Farming and Haying Harvest Report by December 1?	Yes	No	N/A
Permittee supplied receipts and maps for fertilizer, lime, and/or seedings, and other documentation as required or if requested?			
Permittee provided notice of at least 24 hours in advance of any aerial applications?	Yes	No	N/A
Permittee removed all hay bales and equipment from hay units by October 1?	Yes	No	N/A
Permittee followed special conditions regarding haying operations on rest year fields?	Yes	No	N/A
Permittee followed a no-till or conservation tillage program and did not conduct tillage on any fields except for those approved in advance by the Refuge Manager or designee?	Yes	No	N/A
Permittee satisfied refuge share requirements by planting, fertilizing, applying herbicide, harvesting, and hauling if required?	Yes	No	N/A
Permittee satisfied all agreed upon IKS projects or sought approval for deadline extensions?	Yes	No	N/A
Permittee communicates regularly, sought pre-approvals as required, and was responsive throughout the year?			
Permittee satisfied all other requirements as outlined in the Cooperative Agriculture Agreement (including those outlined in the General and Special Conditions?)	Yes	No	N/A



_____ Good (one No)
 _____ Unsuccessful (three or more No's)

Date _____

Date

Crab Orchard National Wildlife Refuge – Attachment 9
UXO Hold Harmless Agreement
ACKNOWLEDGMENT OF DANGER: AGREEMENT AND FARMING PERMIT APPLICATION FOR CRAB
ORCHARD NATIONAL WILDLIFE REFUGE
(This form is subject to the Privacy Act of 1974) Issuing Agency: USFWS

PRINCIPAL PURPOSE: Indicates certification by an individual or corporation to hold the United States Government and Department of Interior harmless in consideration of permission granted by the U.S. Government to conduct farming operations on Crab Orchard NWR (CONWR). Indicates an individual or corporation will make an informed decision regarding what each believes is an acceptable level of potential risk before being granted farming opportunities.

ROUTINE USES: Used to conduct farming and other agricultural operations on CONWR.

DISCLOSURE IS VOLUNTARY: Failure to provide this information may result in an individual or corporation being denied farming opportunities in specific areas of CONWR.

TERM OF AGREEMENT: This agreement is valid from date signed through December 1, 2022 for CONWR.

CONWR contains the danger of property damage and permanent, painful, disabling, and disfiguring injury or death due to the presence of unexploded munitions. Unexploded munitions may be encountered anywhere within designated areas on CONWR: lying on the ground or partially or completely buried. These munitions can still explode though they may have lain in the ground for decades. I have been instructed NOT to approach or disturb any military equipment or ordnance discovered on CONWR. IF encountered, please report to CONWR office. DO NOT touch any metal object.

Upon my own initiative and, therefore, at my own risk, I accept permission to conduct farming operations this area in accordance with the current Special Use Permit for farming operations. I also agree to notify any additional workers associated with my farming operation of the potential risk of unexploded munitions in my assigned farm fields. Please fill in the following:

<hr/>	
Name (Print or Type)	
<hr/>	<hr/>
Street Address	City/State/Zip Code
<hr/>	<hr/>
Home Telephone	Cell/Telephone

I CERTIFY THAT BEFORE SIGNING BELOW, I RECEIVED, READ, AND UNDERSTAND THE HOLD HARMLESS AGREEMENT.

<hr/>	<hr/>
Signature	Date
<hr/>	<hr/>
Signature guardian or responsible adult (if applicant < 18 yr.)	Date

Crab Orchard National Wildlife Refuge – Attachment 10
Application Analysis and Cooperator Selection Process for Row Crop Cooperative Agricultural
Agreements at Crab Orchard National Wildlife Refuge

Overall Policy

The Service awards Cooperative Agricultural Agreements (CAA) for row cropping on Crab Orchard National Wildlife (refuge) lands through a competitive process based on objective criteria. A panel consisting of not less than two Service employees are convened to score and rank each application based on the objective criteria listed below. The final score and rank will be used by the panel to select the most qualified applicant.

Criteria for Evaluation of Applicant Proposals and Selection of Cooperators

Generally, the Service will consider Cooperative Agricultural Agreement (CAA) applications based upon the following five elements:

- Annual Rent Bid amount (U.S. dollars per unit)
- Non-monetary Value (total value of all costs, including labor, for IKS and refuge shares)
- Experience/Past Performance/Capacity Criteria
 - General row crop, small grain, and green forage farming experience
 - Experience with row crop farming using an integrated pest management approach with limitations on pesticides
 - Recent experience with row crop farming using no-till and conservation tillage practices
 - Recent experience with row crop farming using cover crops
 - Recent experience farming without the use of neonicotinoids
 - Recent farming experience through a Special Use Permit or contract on a National Wildlife Refuge or other comparable conservation lands (e.g., Forest Service, State Conservation Areas, etc.)
 - Past performance on or off refuge lands
 - Availability/access to adequate equipment and personnel
- Quantity and frequency of proposed In-Kind Services
 - Provision of gravel for refuge and field access roads
 - Roadside tree trimming and/or chemical side-cuts
 - Removal of Autumn olive/woody encroachment from field edges
 - Fertilizing and/or liming hay and clover fields
 - Spraying invasive/woody plants in hay and clover fields
 - Spraying weeds around infrastructure such as culverts, bridges, etc.
 - Additional services provided
- Wildlife Value/Refuge Shares
 - Proposed crop rotation and the level of crop diversity
 - Proposed refuge shares
 - Cover cropping diversity and frequency
 - The value of crop rotation, cover crops, and refuge shares to wildlife or wildlife viewing opportunities

- The benefits provided by cover crops for weed suppression
- Diversification of chemical modes of action
- Plans for establishment and maintenance of additional/expanded field buffers, waterways, temporary or permanent hay, clover, etc. fields and the level of benefit provided to wildlife, water quality, and/or herbicide drift protection.

Application Evaluation and Selection Process

Convening the Panel

Selection of panel members will be at the discretion of the Refuge Manager. The panel must consist of at least two Service employees but may also include one or more experts from outside agencies. The panel will use the aforementioned criteria to evaluate all proposals for row crop CAAs on refuge lands using the rating scales and ranking process outlined below. The panel will document the ratings, scores, and final ranking by using the Applicant Analysis Worksheet. All members of the panel will sign a conflict-of-interest statement and all non-federal panel members must sign a non-disclosure agreement. The refuge's farm program manager will be allowed to participate on the panel at the discretion of the Refuge Manager.

Applicant Evaluation

Evaluation of applications involves an assessment of each application individually and the applicant's ability to perform the CAA successfully. The panel will evaluate all applications to assess their relative qualities based on the criteria specified in the announcement for Cooperative Agricultural Opportunity and on past performance. Evaluations will be conducted by assigning scores to each criterion. The relative strengths, deficiencies, significant weaknesses, and risks supporting application evaluation will be documented on the Applicant Analysis Worksheet. The Service intends to evaluate proposals and make selections without discussions. Discussions are defined as negotiations that may include bargaining. Bargaining includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, or other terms of a proposed CAA. Award of the CAA will not be subject to discussions.

The panel will evaluate each application strictly in accordance with its content and will not assume that performance will include areas not specified in the applications. The panel will individually evaluate each application. Each member of the panel will evaluate and rate each criterion for each application. Criteria are then summed and averaged for the three categories with multiple criteria: Experience/Past Performance/Capacity, In-kind Services, and Wildlife Value/Refuge Shares. Then weighting will be applied to each average category score and the weighted sum of all five categories is used to produce a semi-final score. After individual application evaluations are completed, the panel members will meet to determine the best application by summing the semi-final scores assigned by each panel member for each application, producing a final score. The panel will then rank the applications from lowest score to highest score with the highest score having the most benefit to the Service.

During the initial review and ranking of each application, the evaluation panel has the opportunity to request clarifications on any aspects of the applications. Clarifications are limited to written exchanges of information between the Service and the applicants. Normally the

purpose is to allow applicants to clarify certain aspects of their application or to resolve minor or clerical errors. However, an applicant may not substantively amend or supplement a responsive application after the submission unless the Service provides a similar opportunity to all applicants. The applicant must provide a written response and clarification within 24 hours of the date and time of the written request for clarification. Responses may be sent via fax, email, or delivered directly to the Refuge Headquarters Office. After clarifications with applicants are completed, the evaluation panel will provide their final scores and rankings.

Rating Scale

Cooperator experience, past performance, bid amount, in-kind services, and refuge shares/wildlife value will be rated: Low (0.0) Minimal (0.2) Medium (0.5) High (1.0). However, the bid amount, wildlife value/refuge shares, and each in-kind service rating will be defined based on quantity and/or frequency. These ratings will be weighted and then summed for each bidder and the panel will choose the bidder who had the highest weighted sum for each unit.

Bid Amount

The bid amount score is weighted and accounts for 10% of the final value score.

Bid amount (\$/Unit/Year): 0.0 Low (Less than \$10,000 per year) 0.2 Minimal (\$10,001-\$20,000) 0.5 Medium (\$20,001-\$30,000) 1.0 High (over \$30,001)

Non-monetary Payments

The total value of all costs, including labor, for in-kind services and establishment, maintenance, and management of refuge shares is weighted and accounts for 10% of the final value score.

Non-monetary total (\$/Unit/Year): 0.0 Low (Less than \$10,000 per year) 0.2 Minimal (\$10,001-\$20,000) 0.5 Medium (\$20,001-\$30,000) 1.0 High (over \$30,001)

Experience/Past performance/Capacity

Each Experience/Past performance/Capacity category listed below will have criteria that are scored, summed, and divided by the number of criteria to arrive at an average score. The average Experience/Past performance/Capacity score is weighted and accounts for 20% of the final value score.

Experience: 0.0 Low – Farming practice has never been used. Serious deficiencies exist in most of the significant areas. The applicant is not expected to meet the stated requirements. The proposal only indicates a willingness to perform in accordance with the requirements document without specifying how or demonstrating the capability to do so. Only vague indications of the required capability are present or required documents or responses are not provided.

0.2 Minimal – Farming practice has been employed at least once but used rarely. The response fails to meet one or more requirements and/or deficiencies exist in significant areas.

0.5 Medium – Practice used occasionally but not every year. Detailed response with some deficiencies or lack of supporting documentation. Better than acceptable performance can be expected, but in some significant areas, performance may be affected. 1.0 High – Standard

practices and BMPs implemented every year or routinely used. Extensive, detailed response. High quality performance is likely but not assured due to minor omissions or areas where less than excellent performance might be expected.

Past performance: 0.0 Low – did not follow rules they agreed to when farming on the refuge in the past and therefore received a negative performance rating from the refuge, had farming privileges revoked, etc. If past performance was off-refuge, received a negative review of their farming from past employer and/or were not recommended. 0.2 Minimal – Did not receive a great performance rating from the Refuge or other landlord/employer. Were unreliable, late on deadlines. Made mistakes but still able to get the agreed upon work done. 0.5 Medium – Followed nearly all policies, special conditions, etc., completed nearly all work on time and received mostly positive performance ratings, met most deadlines, and had positive recommendations. 1.0 High – Met all requirements, regularly completed work ahead of schedule, had extremely positive performance ratings and highly recommended.

Capacity: 0.0 Low – Serious deficiencies exist in lists of available equipment and/or personnel; bidder not expected to have enough capacity to fulfill one or more requirements. The proposal does not demonstrate adequate capacity or responses are not provided. 0.2 Minimal – Proposal includes list of equipment and personnel available but is likely inadequate and expectations are that it will be difficult to complete all requirements without issues. Capacity appears to be at a minimum level, and acceptable performance may or may not be expected; lack of adequate equipment or personnel could potentially jeopardize successful operations. 0.5 Medium – Proposal includes detailed listing of equipment and personnel such that better than acceptable performance can be expected although one or more deficiencies may exist but are minor. Descriptions are included that provide some insights into access to additional equipment/personnel that could be acquired. 1.0 High – Proposal includes highly detailed listing of equipment and personnel, includes contingencies plans for accessing additional equipment and personnel resources if needs arise. Capacity appears to be at such high level that performance is likely to exceed expectations.

In-Kind Services

Each in-kind service category listed below will be scored and summed and divided by 7 (the number of categories) to arrive at an average score. The average of all in-kind services scores will be weighted and account for 40% of the final value score.

Providing rock for farm unit roads: 0.0 Low (less than \$500 per year) 0.2 Minimal (\$501-\$1,000 per year) 0.5 Medium (\$1,001-\$3,000 per year) 1.0 High (more than \$3,000 per year)

Roadside tree trimming and/or chemical side cuts: 0.0 Low - 0 hours of work; no chemical provided. 0.2 Minimal - 20 hours of work annually; if side-cut, chemical provided. 0.5 Medium- 30 hours of work annually; if side-cut, chemical provided. 1.0 High - 40 hours of work annually; if side-cut, chemical provided

Removing Autumn Olive/woody encroachment/invasive species from row crop field and hay

field edges with heavy equipment and spraying resprouts: 0.0 Low - 0 hours of work, or no chemical provided. 0.2 Minimal - 20 hours of work annually, chemical provided. 0.5 Medium - 40 hours of work annually, chemical provided. 1.0 High - 80 or more hours annually, chemical provided

Fertilizing and/or liming hay and clover fields: 0.0 Low – no fertilization or liming. 0.2 Minimal - 1/6-1/4 of annual nutrient input needs are applied. 0.5 Medium - 26 to 50% of annual nutrient input needs are applied. 1.0 High - 51% to 100% of annual nutrient input needs are applied.

Spraying invasive and woody plants in hay fields, clover fields: 0.0 Low – 0 hours of work and/or no chemicals provided. 0.2 Minimal - 4 hours of work and chemicals included. 0.5 Medium - 8 hours of work and chemicals included; committed to using herbicides to maintain stands of clover and/or hay with less than 10% woody or invasive species present. 1.0 High – 16 or more hours of work and chemicals included. Guarantees to keep hay and clover fields free of woody species, committing to regular inspections/monitoring and making herbicide applications as needed. Indicates substantial level of treatment for invasives or other weeds to keep them out of the fields.

Spraying infrastructure: Using aquatic approved glyphosate or 2, 4-D around infrastructure, culverts, bridges, water control structures etc. within the farm unit: 0.0 Low - 0 hours of work or no chemical provided. 0.5 Minimal - 4 hours of work annually, chemical provided. 0.5 Medium - 8 hours of work annually, chemical provided. 1.0 High - 16 hours of work annually, chemical provided.

Can provide service not listed here: 0.0 Low – No answer provided, the service does not align with refuge goals or purpose, the refuge has the ability to do these services already, or service does not benefit wildlife habitat/agricultural land. These in-kind services will not be considered. 0.2 Minimal - This service could be of benefit to the refuge. However, bidder can only provide a small amount of time/small quantity. This may indirectly benefit wildlife habitat/agricultural land, but it is not a service of immediate need on the refuge. 0.5 Medium - The service is needed, but is not a top priority, yet is of benefit to the refuge. It aligns with refuge goals and purpose and bidder can do an average amount of work/commit an average amount of time to it. This may be something that the refuge does not have the time, equipment, or money to do, or it may directly/indirectly benefit wildlife habitat or agricultural land. 1.0 High - This service is a top priority that aligns with refuge goals and purpose. Bidder is able to spend substantial time on this or can do a large quantity of the service. This service is something that the refuge does not have the time, equipment, or money to do, and it directly benefits wildlife habitat or agricultural land.

Wildlife Value/Refuge Shares

Each Wildlife Value/Refuge Shares category listed below will be scored and summed; the sum of all Wildlife Value/Refuge Shares scores will be used to find the average, then weighted, and account for 20% of the final value score.

Diversity of Refuge Shares: 0.0 Low – No answer provided. If provided, proposed crop rotation

or small grain/grass crop establishment for refuge share fields includes only one crop type across all fields or years. 0.2 Minimal – Insufficient answer provided. Crop rotation or small grain/grass crop establishment for refuge share fields includes only two crop types across all fields or years. 0.5 Medium – Crop rotation or small grain/grass crop establishment for refuge share contain at least three crops proposed for the five-year period and proposed crops are likely to succeed. 1.0 High - Crop rotation or small grain/grass crop establishment for refuge share fields are highly diverse using four or more unique crops in the five-year permit period, and those crops can be expected to perform well.

Wildlife Value of Refuge Shares: 0.0 Low – No answer provided. If provided, proposed crop rotation or small grain/grass crop establishment for refuge share fields provides no value to wildlife and does not contribute to refuge goals. 0.2 Minimal – Insufficient answer provided. Crop rotation or small grain/grass crop establishment for refuge share fields provide little value to wildlife and/or contribution to refuge goals are minimal, questionable, or proposed crops are likely to fail. 0.5 Medium – Crop rotation or small grain/grass crop establishment for refuge share fields provide moderate value to wildlife, contributes to refuge goals, and proposed crops are likely to succeed. 1.0 High – Crop rotation or small grain/grass crop establishment for refuge share fields provide excellent value to wildlife, substantially contributes to refuge goals, and crops can be expected to perform well.

Provides wildlife-viewing opportunities: 0.0 Low – No answer provided. If provided, proposed crop rotation or small grain/grass crop establishment for refuge share fields does not provide wildlife-viewing opportunities. 0.2 Minimal – Crop rotation or small grain/grass crop establishment likely will only provide limited opportunities for wildlife viewing and/or proposed crops are likely to fail. 0.5 Medium – Crop rotation or small grain/grass crop establishment likely will provide opportunities for wildlife viewing and crops are likely to succeed. 1.0 High – Crop rotation or small grain/grass crop establishment for refuge share fields can be expected to provide excellent opportunities for wildlife viewing.

Diversity of crop rotation (hay in a rotation qualifies as a crop for purposes of scoring this category): 0.0 Low – has three crops in rotation over five-year period, excluding double cropping. 0.2 Minimal – has four crops in rotation over five-year period, excluding double cropping. 0.5 Medium – has five crops in rotation over five-year period, excluding double cropping. 1.0 High – has at least one unique crop per year in each field, and six or more crops in rotation over five-year period including double cropping in one or more years.

Diversity of chemical modes of action (refers to activity at the individual field level): 0.0 Low – Chemical modes of action are repeated every 1-3 years. 0.2 Minimal – Chemical modes of action are not repeated within a three-year period. 0.5 Medium – Chemical mode of action is not repeated within a four-year period. 1.0 High – Chemical mode of action is not repeated within the five-year period.

Frequency of cover crops: 0.0 Low – cover crop only following soybeans; 0.2 Minimal – Cover crop only following corn and soybeans. 0.5 Medium – Cover crop four of the five years in the permit period. 1.0 High – cover crop every year of the permit period.

Diversity of cover crops: 0.0 Low - one cover crop type used annually. 0.2 Minimal – two types of cover crops used annually. 0.5 Medium – three types of cover crops used annually. 1.0 High – four or more types of cover crops are used annually.

Wildlife value of cover crops: 0.0 Low - no tangible wildlife value. 0.2 Minimal – somewhat valuable to one or two wildlife species. 0.5 Medium – moderate value to multiple suites of wildlife species, such as game species and grassland birds. 1.0 High – extremely valuable to a wide range of wildlife species or suites of species.

Cover crop weed suppression potential: 0.0 Low – not likely to assist in weed suppression. 0.2 Minimal – minimal weed suppression can be expected. 0.5 Medium – good weed suppression potential. 1.0 High- high potential for excellent weed suppression.

Establishment and maintenance of additional field buffers, waterways, temporary or permanent hay fields, clover, etc. in crop fields: 0.0 Low – little to no additional field buffers, waterways, grassland/clover/etc. proposed and no management of additional hay within crop fields with total acreage proposed less than 10 acres. 0.2 Minimal – additional field buffers/waterways, temporary or permanent hay fields, clover, etc. proposed but limited to small areas totaling 11-30 acres. 0.5 Medium – additional field buffers/waterways, temporary or permanent hay fields, clover fields, etc. proposed across several areas totaling between 31-75 acres. 1.0 High – extensive buffer/waterway development, temporary or permanent hay fields, clover, etc. proposed across many areas totaling greater than 75 acres.

Wildlife Value and Environmental benefits of additional field buffers, waterways, temporary or permanent hay fields, clover, etc. in crop fields: 0.0 Low – not likely to provide wildlife value or environmental benefits. 0.2 Minimal – may provide benefits for one of the following, wildlife, water quality, and/or herbicide drift protection. 0.5 Medium – moderate potential to benefit two of the following, wildlife, water quality, and/or herbicide drift protection. 1.0 High – excellent potential to benefit wildlife, water quality, and herbicide drift protection.

Table 1. Example of individual rating and semi-final score

Criteria	Criteria Rating	Avg. Category Score	Weight	Weighted Category Score
Bid amount (\$/UNIT/YEAR)	0.5	0.5	0.10	0.075
Non-monetary Total (\$/Unit)	1.0	1.0	0.10	0.100
General row crop farming experience	1.0			
Recent Farming Experience through a Special Use Permit or contract on a National Wildlife Refuge or other comparable conservation lands (e.g., Forest Service, State Conservation Areas, etc.)	0.0			
Recent experience row crop farming without the use of neonicotinoids	0.2			
Experience with row crop farming using no-till and conservation tillage practices	0.5			

Experience with row crop farming using cover crops	1.0			
Experience with row crop farming using an integrated pest management approach with limitations on pesticides	0.2			
Past Performance	1.0			
Capacity - Equipment	1.0			
Capacity - Personnel	0.2			
Experience/Performance/Capacity Total	5.1	0.57	0.20	0.114
Providing rock for Refuge roads	0.2			
Roadside tree trimming/chemical side-cuts	1.0			
Removal of Autumn Olive/woody encroachment	0.5			
Fertilize/liming hay and clover fields	0.2			
Spraying invasives/woody plants in hay/clover fields	0.5			
Spraying infrastructure (culverts, bridges, water control structures, etc.)	0.2			
Providing in-kind service not listed here	0.2			
Providing in-kind service not listed here	N/A			
Providing in-kind service not listed here	N/A			
Providing in-kind service not listed here	N/A			
In-Kind Services Total	2.8	0.40	0.40	0.160
Diversity of refuge shares	1.0			
Wildlife value of refuge shares	1.0			
Refuge shares provide wildlife viewing opportunities	1.0			
Diversity of Crop Rotation	0.5			
Diversity of Chemical Modes of Action	0.5			
Wildlife value of crop rotation	0.5			
Cover crop frequency	0.2			
Diversity of cover crops	1.0			
Cover crop weed suppression potential	0.5			
Cover crop value to wildlife/wildlife viewing	0.5			
Establishment and maintenance of buffers and waterways or temporary/permanent hay or clover in crop fields	0.2			
Value to wildlife of buffers, waterways, clover, hay in crop fields or environmental benefit	0.5			
Wildlife Value/Refuge Shares	7.4	0.62	0.20	0.123
Sum of weighted category scores (Semi-final score)				0.572

Combined Panel Score

As indicated previously, after individual application evaluations are completed, the panel members will meet to determine the best application by summing the semi-final scores assigned by each panel member for each application to produce a final score.

Cooperator Selection and Notification Process

The panel's final rankings are used to make selections and award the CAA to the highest ranked applicant for each unit. The farm program manager will develop CAAs for each unit and will notify each applicant of the outcome (award or non-award) of the CAO. Questions regarding the decision may be directed to the farm program manager. However, the farm program manager will not engage in discussions as described in the Applicant Evaluation section above.

Evaluator Number (circle one):

1 2 3 4 5

Applicant Analysis Worksheet for Row Crop Cooperative Agricultural Opportunities

The purpose of this analysis is to organize the recording of information collected during the panel review. Additionally, this analysis will assist in evaluating and comparing different applications in order to complete the combined panel scoring and ranking worksheet.

Applicant Name:	Farm Unit:	Bid Amount (\$/UNIT):
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Criteria	Low	Minimal	Medium	High	Average Category Score	Category Weight	Weighted Category Score (Average x Weight)
(Circle the rating for each criteria below)							
Bid amount (\$/UNIT/YEAR)	0.0	0.2	0.5	1.0		0.10	
Non-monetary Total (\$/Unit)	0.0	0.2	0.5	1.0		0.10	
General row crop farming experience	0.0	0.2	0.5	1.0			
Recent Farming Experience through a Special Use Permit or contract on a National Wildlife Refuge or other comparable conservation lands (e.g., Forest Service, State Conservation Areas, etc.)	0.0	0.2	0.5	1.0			
Recent experience row crop farming without the use of neonicotinoids	0.0	0.2	0.5	1.0			
Experience with row crop farming using no-till and conservation tillage practices	0.0	0.2	0.5	1.0			
Experience with row crop farming using cover crops	0.0	0.2	0.5	1.0			
Experience with row crop farming using an integrated pest management approach with limitations on pesticides	0.0	0.2	0.5	1.0			
Past Performance	0.0	0.2	0.5	1.0			
Capacity - Equipment	0.0	0.2	0.5	1.0			
Capacity - Personnel	0.0	0.2	0.5	1.0			
Experience/Performance/Capacity Total						0.20	
Providing rock for Refuge roads	0.0	0.2	0.5	1.0			
Roadside tree trimming/chemical side-cuts	0.0	0.2	0.5	1.0			
Removal of Autumn Olive/woody encroachment	0.0	0.2	0.5	1.0			

Criteria	Low	Minimal	Medium	High	Average Category Score	Category Weight	Weighted Category Score (Average x Weight)
(Circle the rating for each criteria below)							
Fertilize/liming hay and clover fields	0.0	0.2	0.5	1.0			
Spraying invasives/woody plants in hay/clover fields	0.0	0.2	0.5	1.0			
Spraying infrastructure (culverts, bridges, water control structures, etc.)	0.0	0.2	0.5	1.0			
Providing in-kind service not listed here	0.0	0.2	0.5	1.0			
Providing in-kind service not listed here	0.0	0.2	0.5	1.0			
Providing in-kind service not listed here	0.0	0.2	0.5	1.0			
Providing in-kind service not listed here	0.0	0.2	0.5	1.0			
In-Kind Services Total						0.40	
Diversity of refuge shares	0.0	0.2	0.5	1.0			
Wildlife value of refuge shares	0.0	0.2	0.5	1.0			
Refuge shares provide wildlife viewing opportunities	0.0	0.2	0.5	1.0			
Diversity of Crop Rotation	0.0	0.2	0.5	1.0			
Diversity of Chemical Modes of Action	0.0	0.2	0.5	1.0			
Wildlife value of crop rotation	0.0	0.2	0.5	1.0			
Cover crop frequency	0.0	0.2	0.5	1.0			
Diversity of cover crops	0.0	0.2	0.5	1.0			
Cover crop weed suppression potential	0.0	0.2	0.5	1.0			
Cover crop value to wildlife/wildlife viewing	0.0	0.2	0.5	1.0			
Establishment and maintenance of buffers and waterways or temporary/permanent hay or clover in crop fields	0.0	0.2	0.5	1.0			
Value to wildlife of buffers, waterways, clover, hay in crop fields or environmental benefit	0.0	0.2	0.5	1.0			
Wildlife Value/Refuge Shares	0.0	0.2	0.5	1.0		0.20	
Sum of weighted category scores (Semi-final score)							

Combined Panel Score and Final Ranking Worksheet

Farm Unit Number (circle one):
1 2 3 4

Selected Y/N	Applicant Name	Individual Panel Member Scores (insert from bottom of Applicant Analysis Worksheets)					Final score [Sum of panel member scores]
		#1	#2	#3	#4	#5	

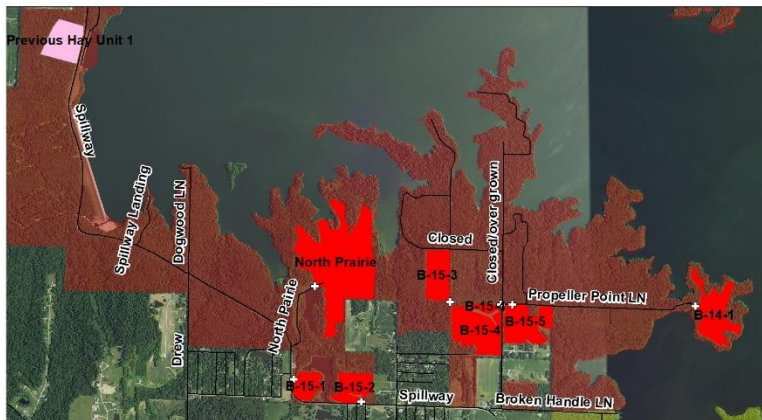
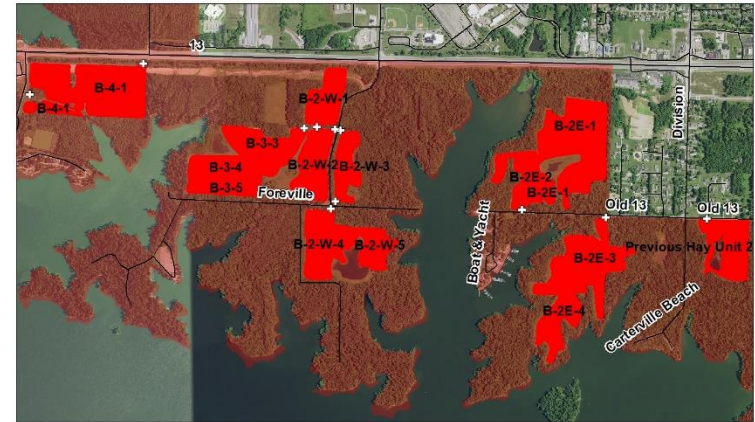
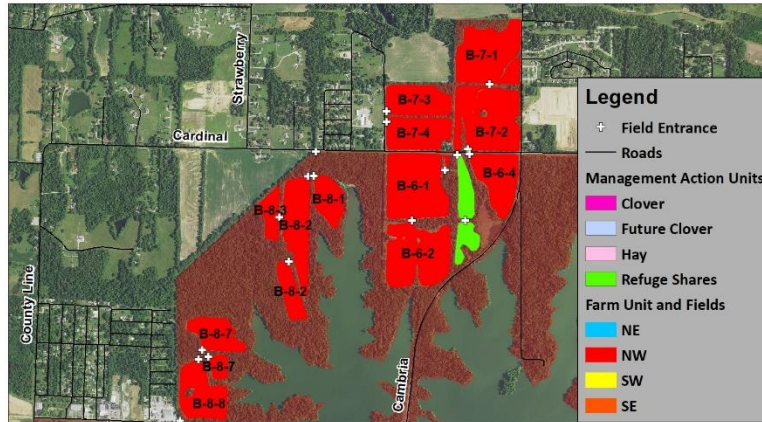
Cooperator Bid Evaluation Worksheet				
Row Crop Bids Unit 1				
Cooperator	Final Score	Preference Ranking	Multi-unit Preference Ranking	Awarded Unit(s)
Row Crop Bids Unit 2				
Cooperator	Final Score	Preference Ranking	Multi-unit Preference Ranking	Awarded Unit(s)
Row Crop Bids Unit 3				
Cooperator	Final Score	Preference Ranking	Multi-unit Preference Ranking	Awarded Unit(s)
Row Crop Bids Unit 4				
Cooperator	Final Score	Preference Ranking	Multi-unit Preference Ranking	Awarded Unit(s)

Crab Orchard NWR-Attachment 11
Unit Specific Row Crop Plans (includes Unit Maps and Mowing Plans)



U.S. Fish & Wildlife Service Crab Orchard National Wildlife Refuge

NW Unit Fields and Entrances



0 0.75 1.5 3

4.5 6 Miles

Produced at:
Crab Orchard National Wildlife Refuge
Marion, IL
Author: Amelia Bard
Produced: 10/11/2022
Basemap: 2017 NAIP
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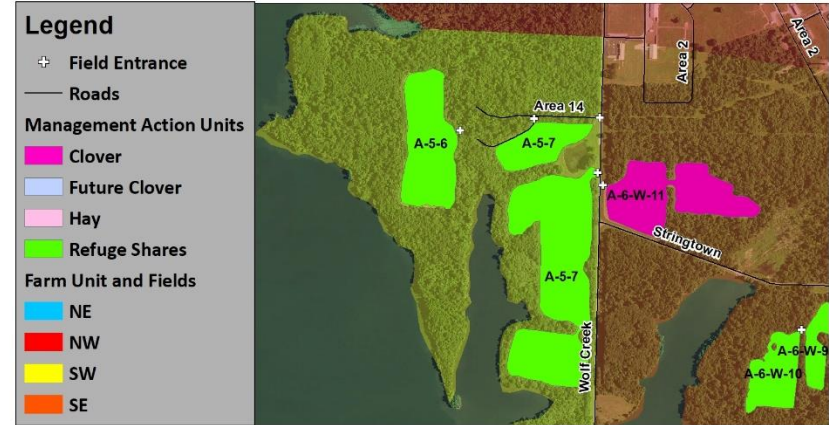
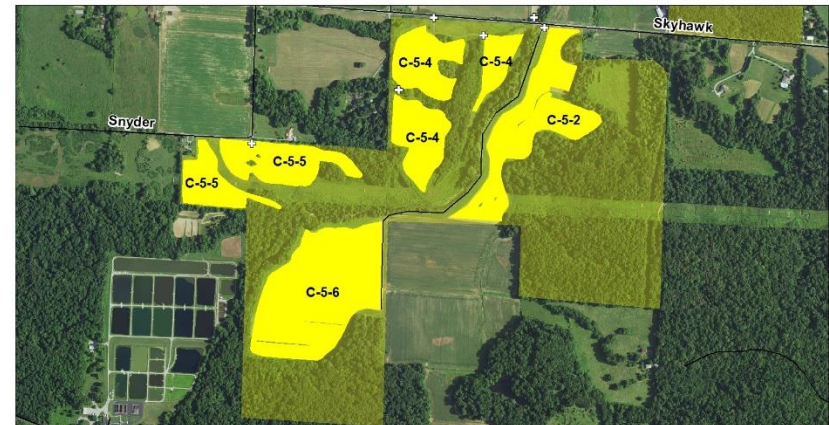
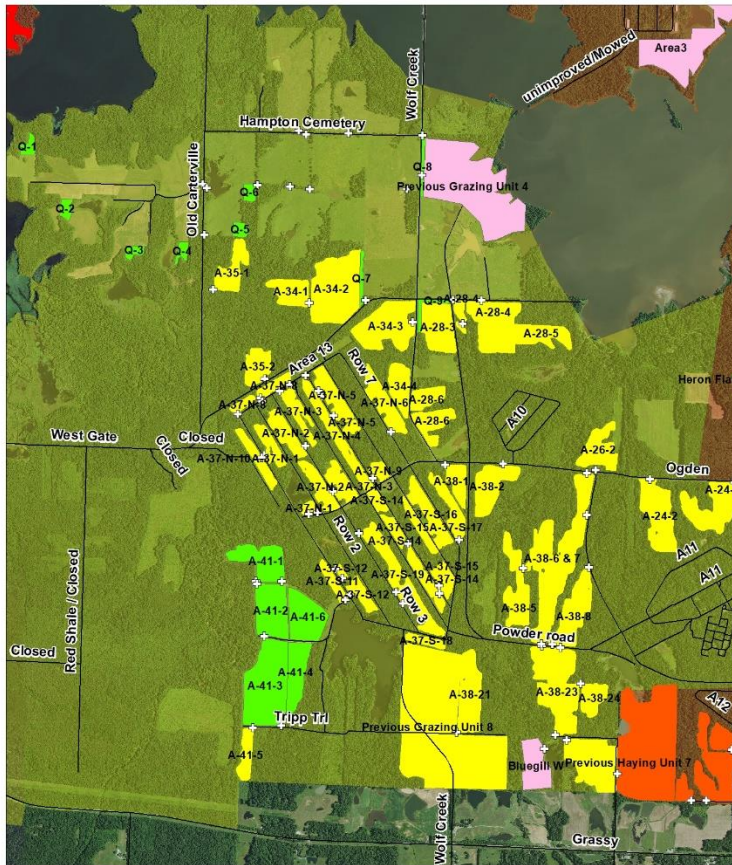


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SW Unit Fields and Entrances



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Crab Orchard National Wildlife Refuge
Marion, IL
Author: Amelia Bard
Produced: 10/11/2022
Basemap: 2017 NAIP
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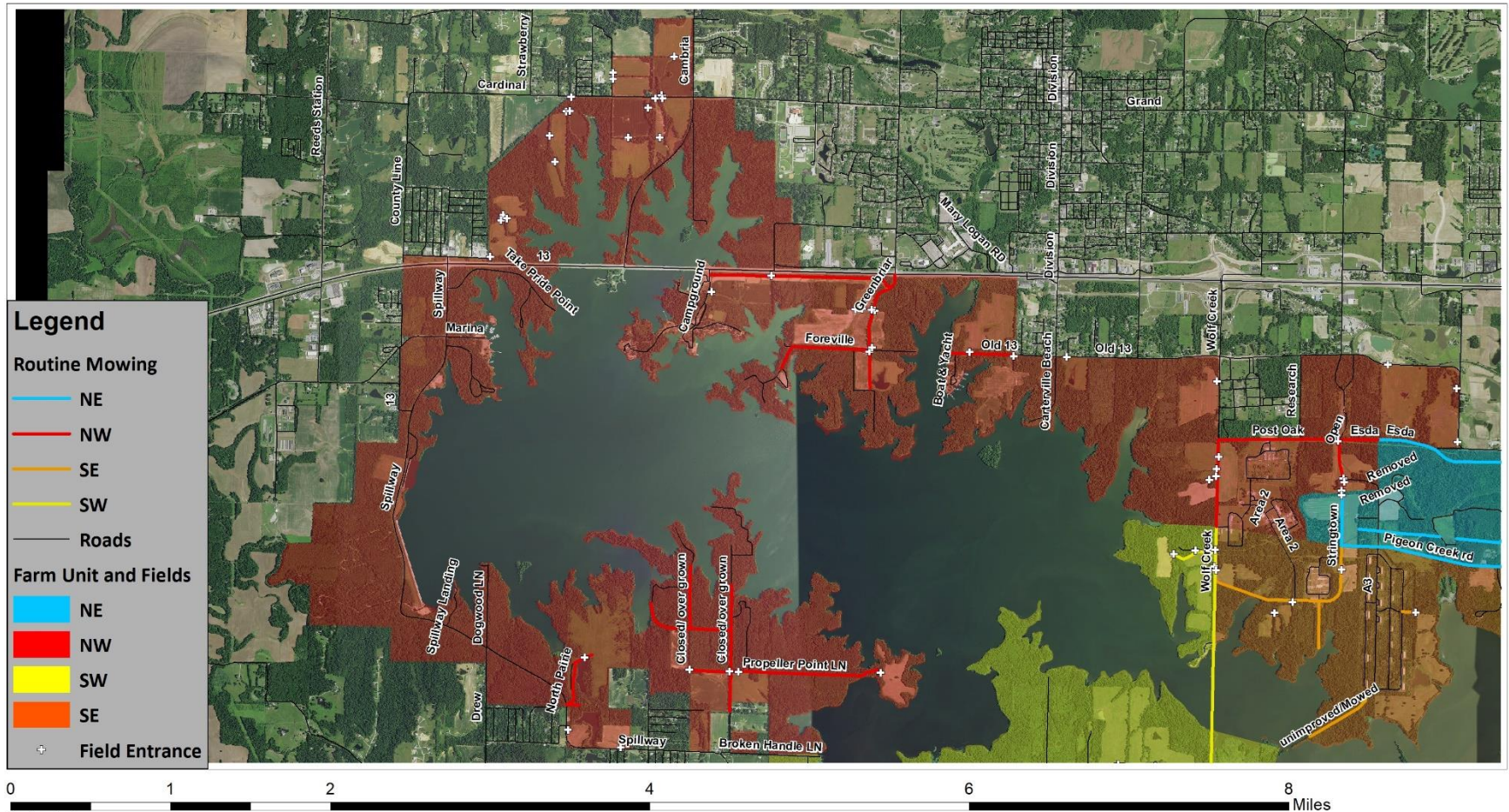


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U.S. Fish & Wildlife Service Crab Orchard National Wildlife Refuge

NW Unit Routine Mowing



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Crab Orchard National Wildlife Refuge
Marion, IL
Author: Amelia Bard
Produced: 10/19/2022
Basemap: 2017 NAIP
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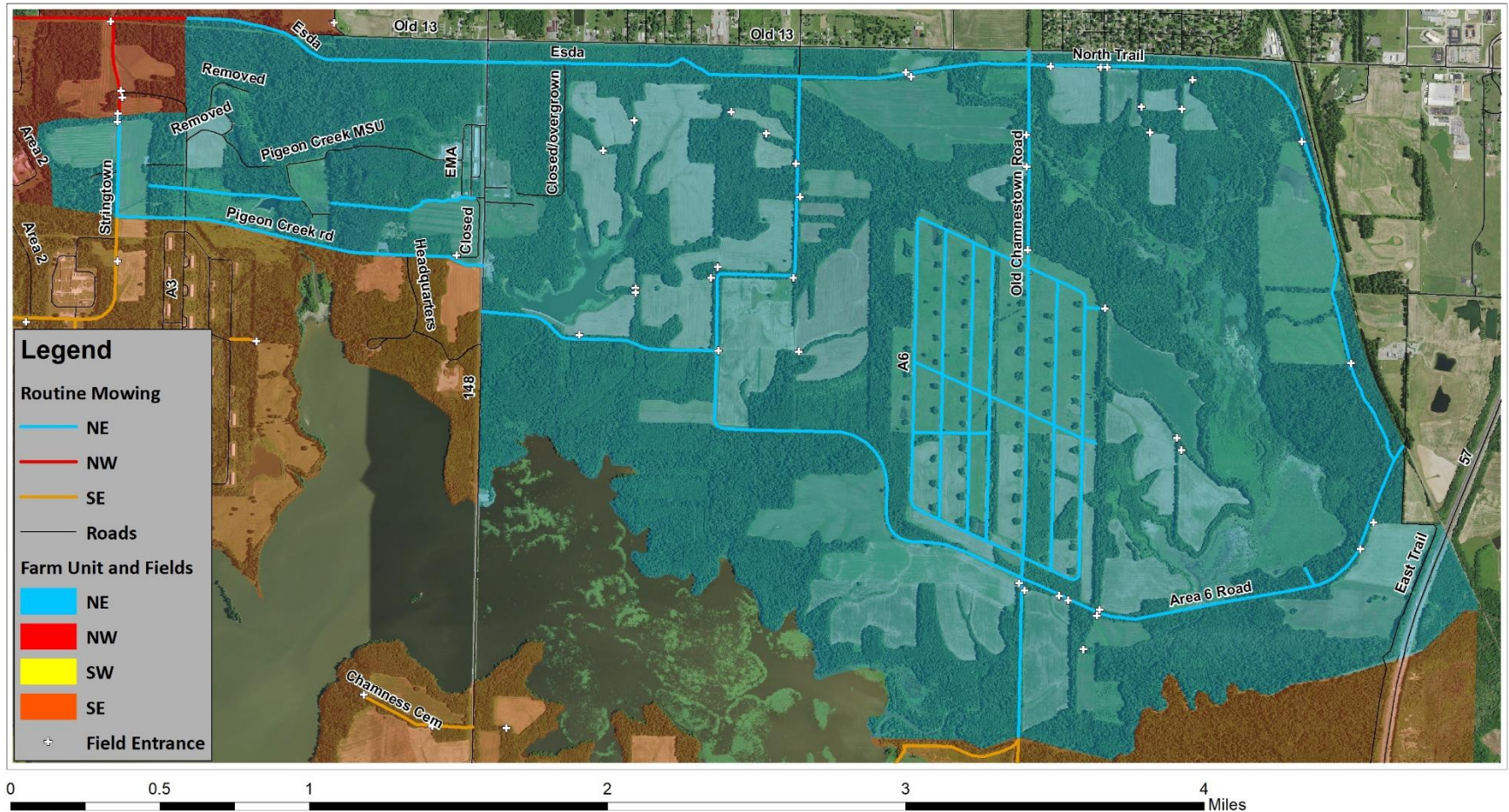


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U.S. Fish & Wildlife Service Crab Orchard National Wildlife Refuge

NE Unit Routine Mowing



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Crab Orchard National Wildlife Refuge
Marion, IL

Author: Amelia Bard
Produced: 10/19/2022

Basemap: 2017 NAIP

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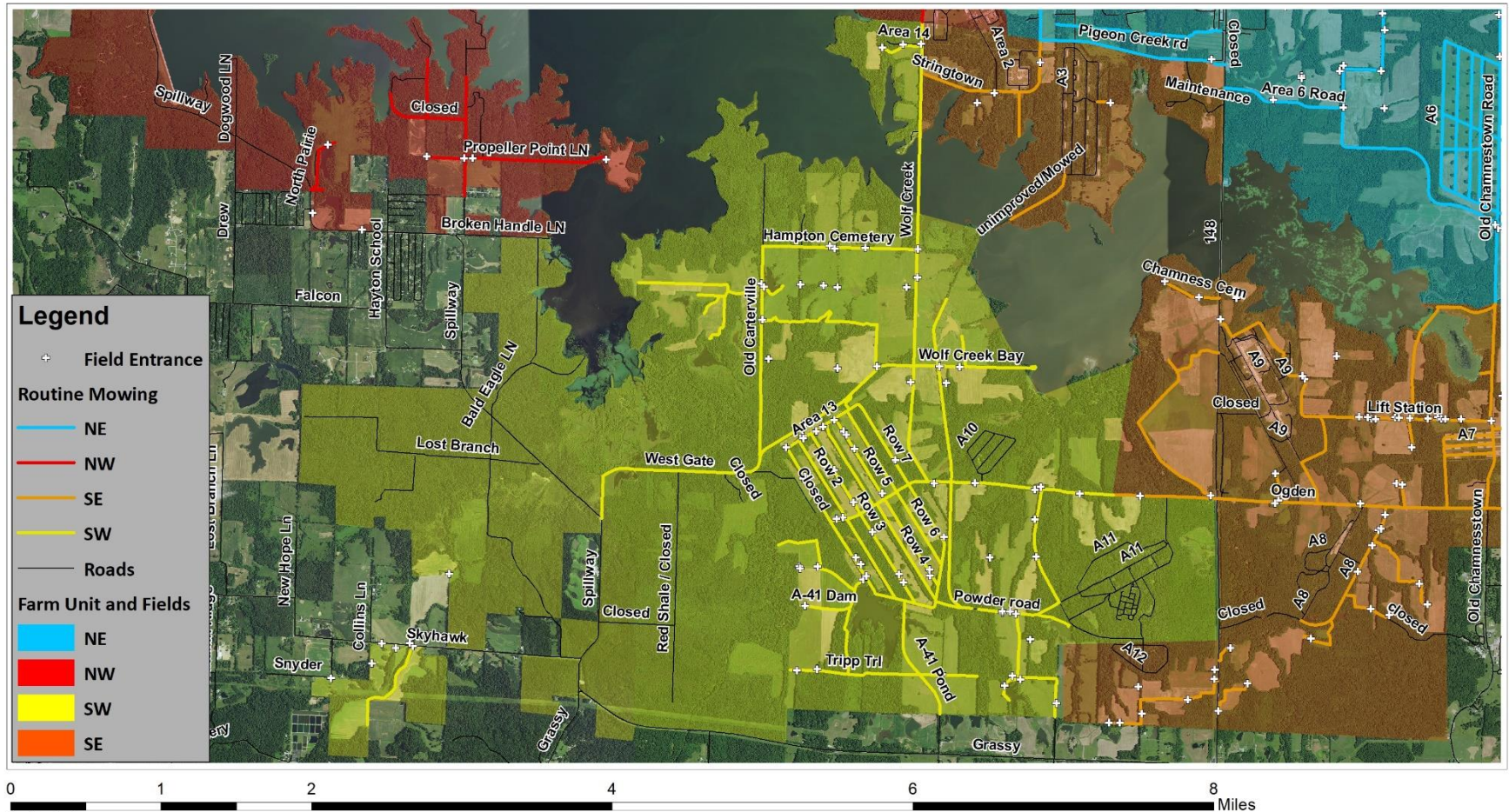
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U.S. Fish & Wildlife Service

Crab Orchard National Wildlife Refuge

SW Unit Routine Mowing



Produced at:
Crab Orchard National Wildlife Refuge
Marion, IL
Author: Amelia Bard
Produced: 10/19/2022
Basemap: 2017 NAIP
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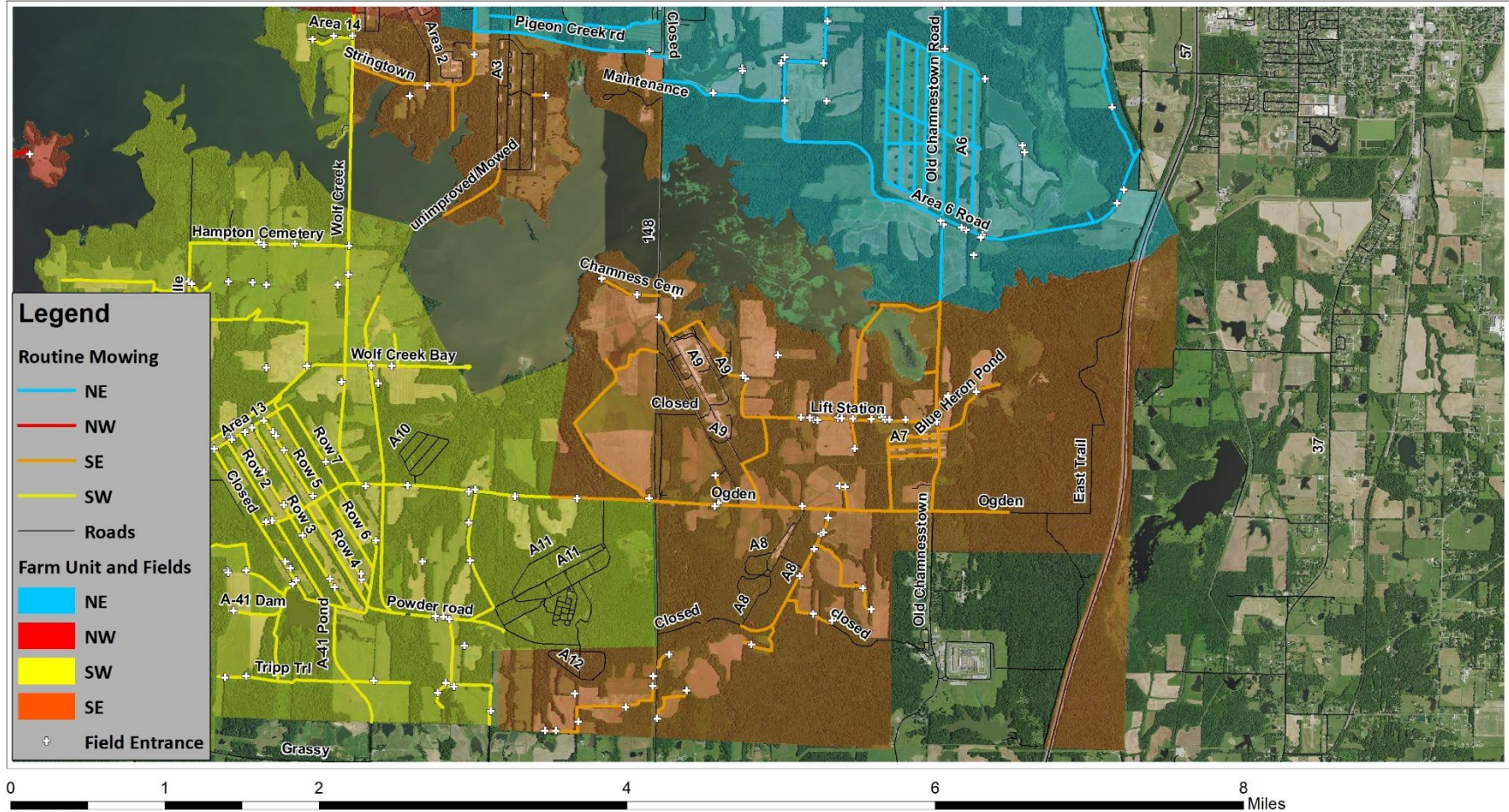


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U.S. Fish & Wildlife Service Crab Orchard National Wildlife Refuge

SE Unit Routine Mowing



Produced at:
Crab Orchard National Wildlife Refuge
Marion, IL

Author: Amelia Bard
Produced: 10/19/2022
Basemap: 2017 NAIP

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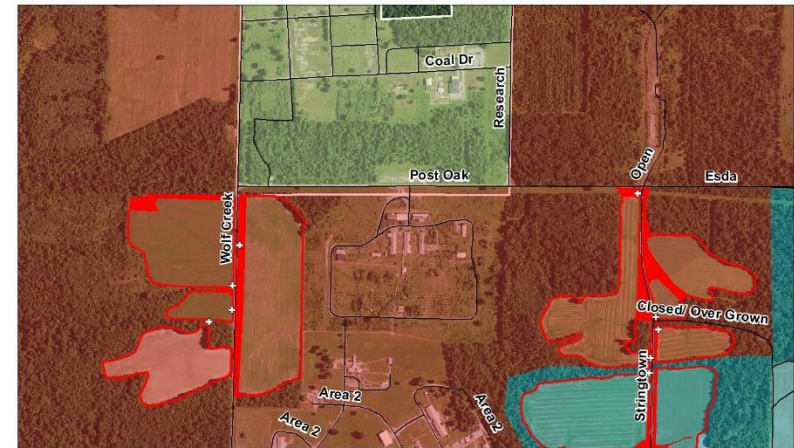
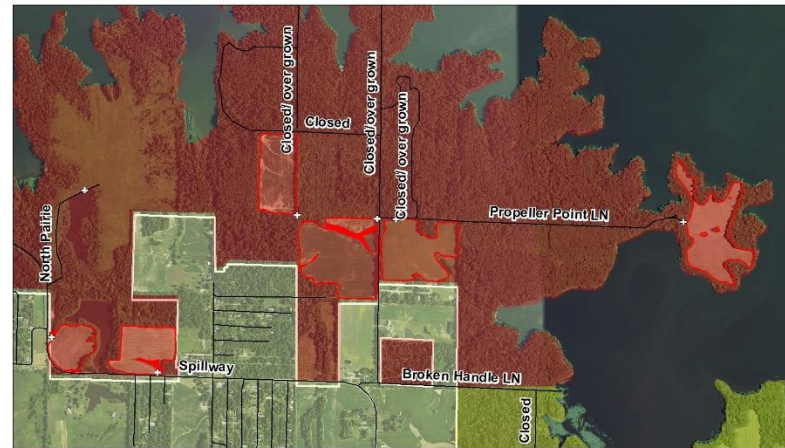
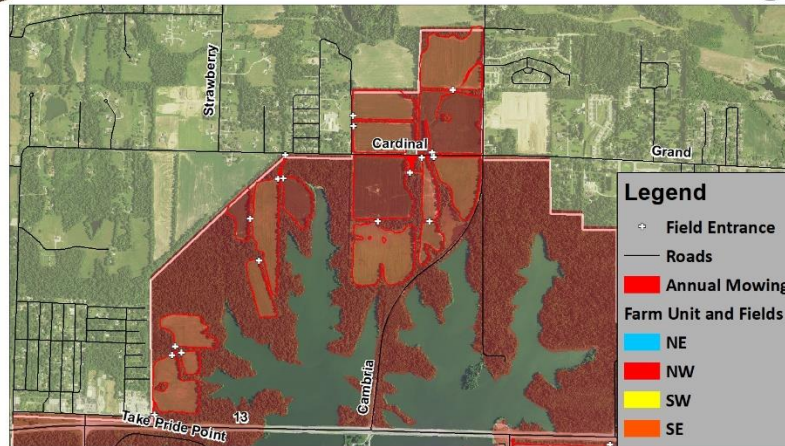


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U.S. Fish & Wildlife Service Crab Orchard National Wildlife Refuge

NW Unit Annual Mowing



0 0.5 1 2
Produced at:
Crab Orchard National Wildlife Refuge
Marion, IL
Author: Amelia Bard
Produced: 10/19/2022
Basemap: 2017 NAIP
Path: O:\BIO\Agriculture\2023_Farm_Bid_Drafts\FINAL CAO Maps\AnnualMowing\NWAnnualMowing.mxd

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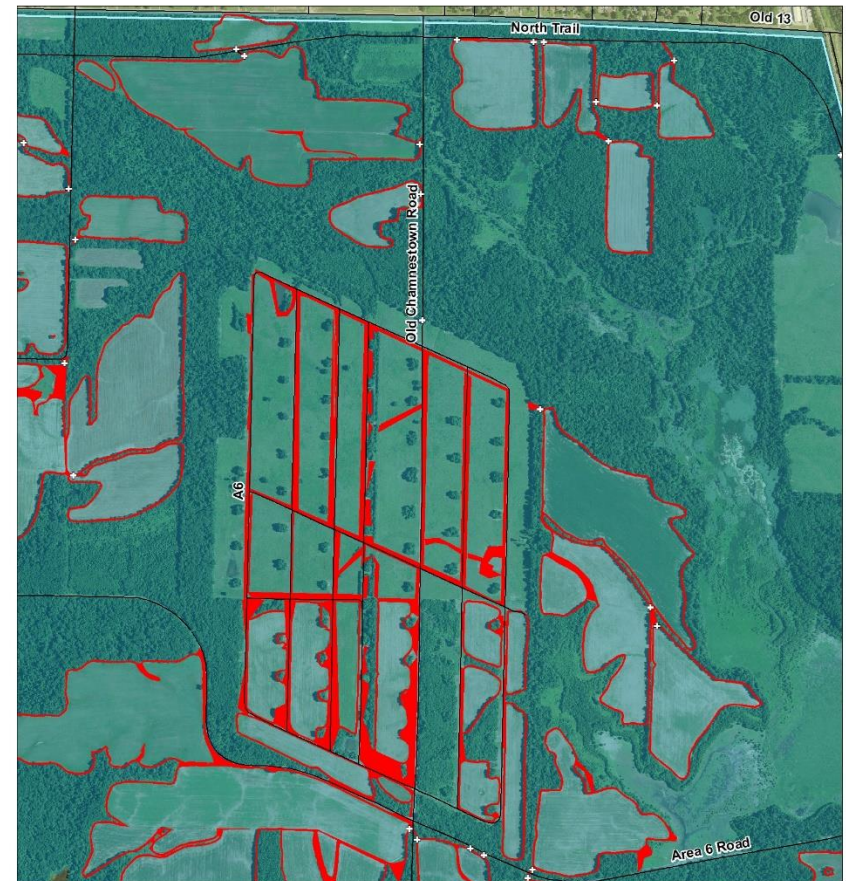
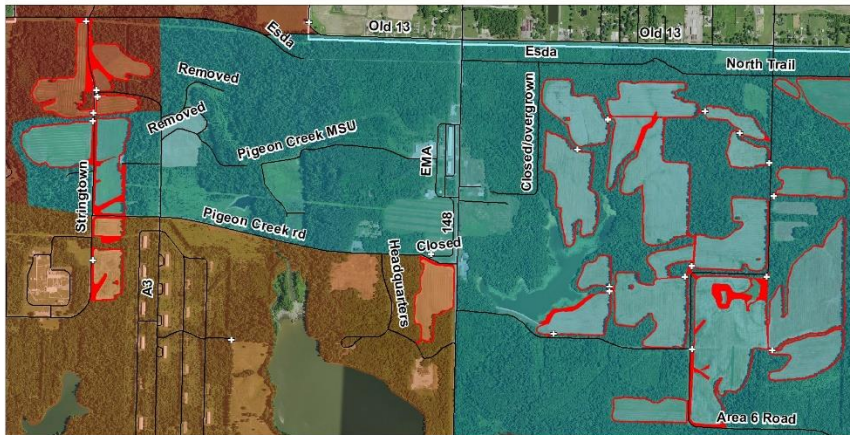


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U.S. Fish & Wildlife Service Crab Orchard National Wildlife Refuge

NE Unit Annual Mowing



Produced at:
Crab Orchard National Wildlife Refuge
Marion, IL

Author: Amelia Bard
Produced: 10/18/2022

Basemap: 2017 NAIP

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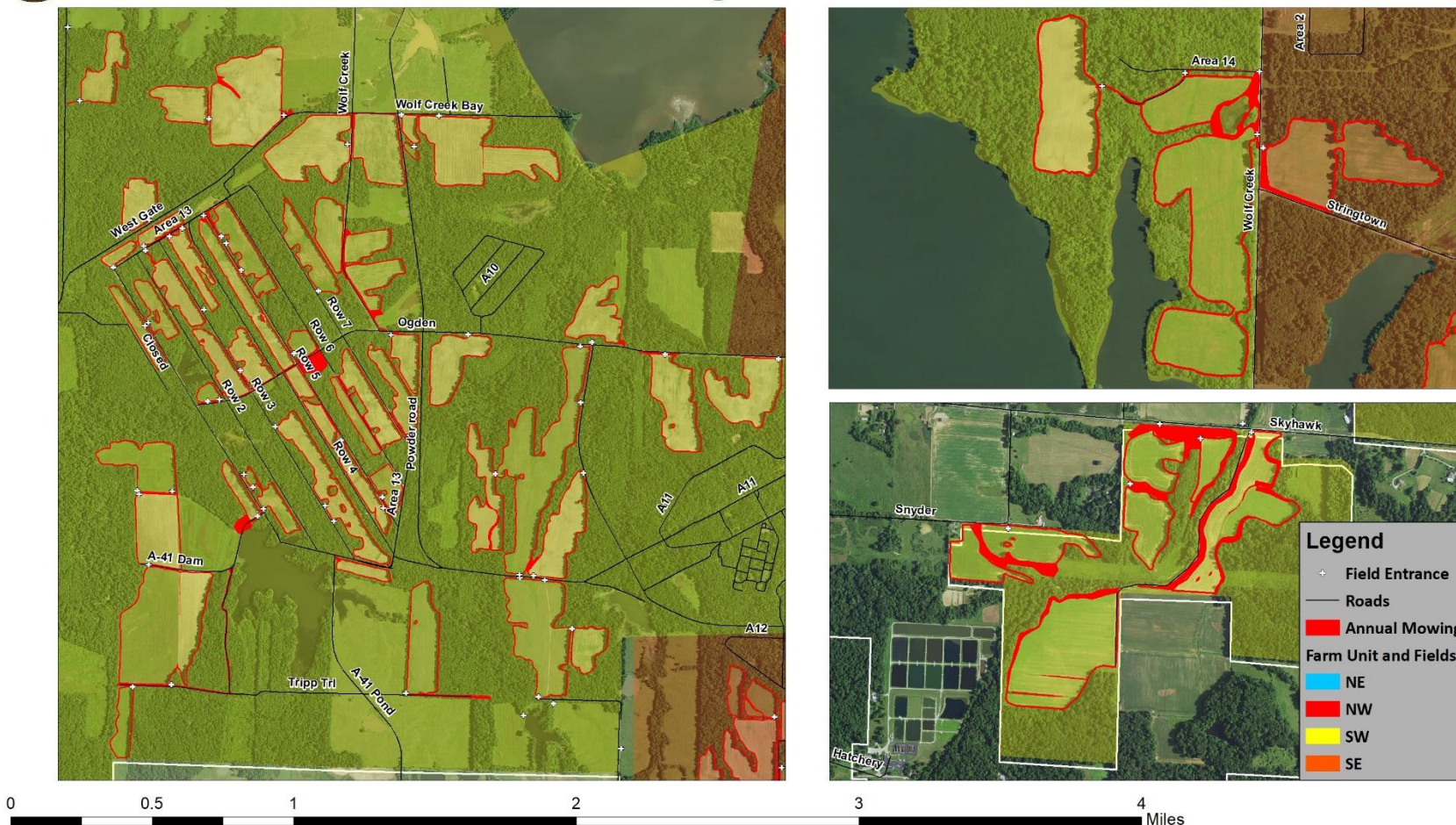


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U.S. Fish & Wildlife Service Crab Orchard National Wildlife Refuge

SW Annual Mowing



Produced at:
Crab Orchard National Wildlife Refuge
Marion, IL

Author: Amelia Bard
Produced: 10/19/2022

Basemap: 2017 NAIP

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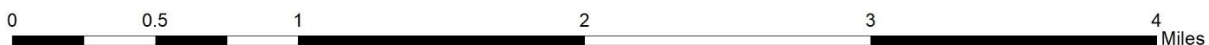
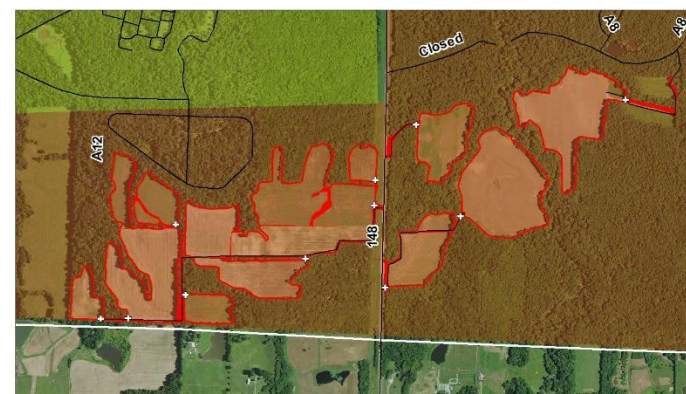
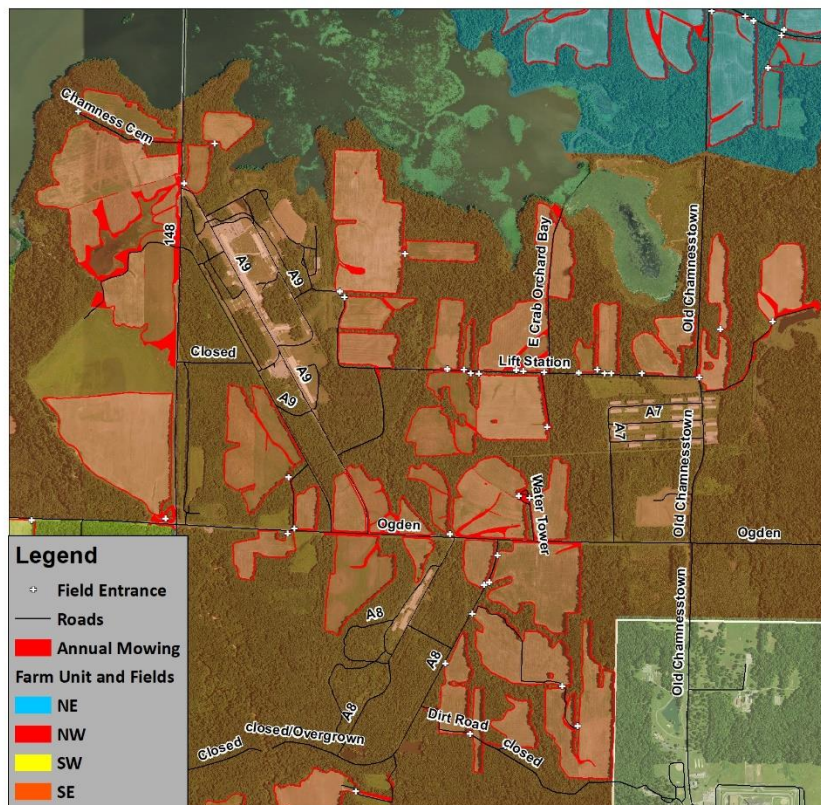
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U.S. Fish & Wildlife Service

Crab Orchard National Wildlife Refuge

SE Annual Mowing



Produced at:
Crab Orchard National Wildlife Refuge
Marion, IL

Author: Amelia Bard
Produced: 10/19/2022

Basemap: 2017 NAIP

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Datum: NAD 83 1:10,995



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Attachment 12- Crop Rotation Agreement

Farm Unit	Field NO.	Acres	2022 Crop	2023 Crop	2023 Cover Crop	2024 Crop	2024 Cover Crop	2025 Crop	2025 Cover Crop	2026 Crop	2026 Cover Crop	2027 Crop	2027 Cover Crop	Refuge Share	Notes
NE	A-6-E-15	17.62	BEANS											100%	
NE	A-6-W-2	19	HAY											100%	
NE	A-9-1	19.07	CORN												
NE	A-9-2	25.89	CORN												
NE	A-9-3	18.88	CORN												
NE	A-9-4	17.9	CORN												
NE	A-9-5	45.86	BEANS												
NE	A-9-6	29.19	HAY												
NE	A-9-7	31.44	HAY												
NE	A-9-8	12.86	CORN												
NE	A-10-4	11.65	BEANS												
NE	A-11-6	53.84	HAY												
NE	A-11-13	11.63	BEANS												
NE	A-11-16	41.68	CORN												
NE	A-11-21	16.03	CORN												
NE	A-12-1	6.16	HAY	PERMANENT HAY											
NE	A-12-4	48.92	BEANS												
NE	A-12-5	22.62	BEANS												
NE	A-12-6	9.53	CORN												
NE	A-12-8	20.87	CORN												
NE	A-12-9	11.59	HAY												
NE	A-12-10	14.03	HAY												
NE	A-12-11	5.22	CORN												
NE	A-12-12	7.42	CORN												
NE	A-13-1	11.1	HAY												
NE	A-13-2	13.43	HAY												
NE	A-13-3	9.23	CORN												
NE	A-13-4	14.34	BEANS												
NE	A-13-6	15.6	CORN												
NE	A-13-7	11.2	CORN					PERMANENT CLOVER						100%	
NE	A-13-B	10.87	CORN					PERMANENT CLOVER						100%	
NE	A-13E-2	43.23	HAY												
NE	A-13E-5	32.92	BEANS												
NE	A-13E-6	22.57	CORN												
NE	A-13E-7	28.31	HAY											100%	
NE	A-14-1	51.37	BEANS												
NE	A-14-3	48.39	CORN												
NE	A-14-4	37.5	HAY												
NE	A-14-5	25.96	CORN												
NE	A-14-6	16.98	BEANS												

NE	A-14-7	41.48	HAY												
NE	A-15-1	28.75	BEANS												
NE	A-15-2	37.39	BEANS												
NE	C-1-0	34.38	NA	FUTURE CLOVER											
NE	C-1-1	1.37	NA					PERMANENT CLOVER						100%	
NE	C-1-3	0.65	NA					PERMANENT CLOVER						100%	
NE	C-1-5	21.89	NA					PERMANENT CLOVER						100%	
NE	C-2-1	12.06	NA					PERMANENT CLOVER						100%	
NE	C-2-2	4.80	NA					PERMANENT CLOVER						100%	
NE	Previous Grazing Unit 1	103.45	NA					PERMANENT CLOVER						100%	
NE	Previous Grazing Unit 2	87.81	NA												
NE	Previous Grazing Unit 2A	66.35	NA												
NE	GamaGrass Unit/Previous Hay Unit 5	19.65	HAY	PERMANENT HAY											

Total Acres: 1,371

Year	Total Acres of Corn	Total Acres of Beans	Total Acres of Hay	Total Acres of Refuge Share Corn	Total Acres of Clover	Total Acres of Sorghum	Total Acres of Wheat	Total Acres of Other Crop	Total Acres of Other Crop	Total Acres of Other Crop
2023										
2024										
2025										
2026										
2027										

Below are lists of pre-approved crops, cover crops, and refuge share crops. The refuge encourages bidders to include additional crops not listed here and final approvals will be provided at the time of permit issuance. The refuge values diversity of crops within all field rotations except for permanent clover or hay fields.

Pre-approved list of acceptable cash crops: corn, soybean, sorghum (milo), wheat, pumpkins

Pre-approved list of acceptable cover crops (which can also be harvested as cash crops): wheat, ryes, clovers, peas, turnips, radishes, lespedezas (no Korean lespedeza), oats, barley, alfalfa, buckwheat, millets, rapeseed (canola), kale, triticale

Preapproved list of acceptable refuge share crops: sorghum (milo), corn, wheat, ryes, clovers, peas, oats, barley, alfalfa, buckwheat, Japanese millet (in wetlands), brown top millet, rapeseed (canola), sunflowers

Farm Unit	Field NO.	Acres	2022 Crop	2023 Crop	2023 Cover Crop	2024 Crop	2024 Cover Crop	2025 Crop	2025 Cover Crop	2026 Crop	2026 Cover Crop	2027 Crop	2027 Cover Crop	Refuge Share	Notes
NW	A-5-2	21.15	BEANS					PERMANENT CLOVER							
NW	A-5-3	36.21	BEANS												
NW	A-5-4	12.87	BEANS											100%	
NW	A-6-E-13	10.82	BEANS					PERMANENT CLOVER							
NW	A-6-E-14	4.91	HAY					PERMANENT CLOVER							
NW	A-6-W-1	16.12	BEANS												
NW	B-2E-1	35.59	CORN												
NW	B-2E-2	12.06	CORN												
NW	B-2E-3	20.58	HAY												
NW	B-2E-4	17.9	HAY												
NW	B-2-W-1	11.68	HAY												
NW	B-2-W-2	14.87	HAY												
NW	B-2-W-3	9.73	HAY												
NW	B-2-W-4	13.06	HAY												
NW	B-2-W-5	12.96	BEANS												
NW	B-3-3	11.89	CORN												
NW	B-3-4	16.12	CORN												
NW	B-3-5	7.12	CORN												
NW	B-4-1	37.62	HAY												
NW	B-6-1	32.61	HAY												
NW	B-6-2	30.5	CORN												
NW	B-6-4	17.9	CORN												
NW	B-7-1	29.71	CORN												
NW	B-7-2	33.49	HAY												
NW	B-7-3	15.96	BEANS												
NW	B-7-4	16.95	CORN												
NW	B-8-1	10.12	BEANS												
NW	B-8-2	28.39	BEANS												
NW	B-8-3	6.75	BEANS												
NW	B-8-7	15.23	BEANS												
NW	B-8-8	17.69	BEANS												
NW	B-14-1	23.42	BEANS												
NW	B-15-1	9.57	BEANS												
NW	B-15-2	13.88	BEANS												
NW	B-15-3	17.07	BEANS												
NW	B-15-4	30.01	CORN												
NW	B-15-5	22.48	BEANS												
NW	Previous Hay Unit 2	15.26	HAY												

NW	Previous Hay Unit 3	36.72	HAY												
NW	Honker's Corner West	53.74	HAY												
NW	North Prairie	85.65	CORN												
NW	Previous Hay Unit 1	19.53	HAY												
NW	Honker's East	34.43	HAY	PERMANENT HAY											
NW	2D	5	NA					PERMANENT CLOVER							
NW	Cardinal N	7.24	CORN											100%	
NW	Cardinal S	5.77	CORN											100%	

Total Acres: 959

Year	Total Acres of Corn	Total Acres of Beans	Total Acres of Hay	Total Acres of Refuge Share Corn	Total Acres of Clover	Total Acres of Sorghum	Total Acres of Wheat	Total Acres of Other Crop	Total Acres of Other Crop	Total Acres of Other Crop
2023										
2024										
2025										
2026										
2027										

Below are lists of pre-approved crops, cover crops, and refuge share crops. The refuge encourages bidders to include additional crops not listed here and final approvals will be provided at the time of permit issuance. The refuge values diversity of crops within all field rotations except for permanent clover or hay fields.

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Preapproved list of acceptable refuge share crops: sorghum (milo), corn, wheat, ryes, clovers, peas, oats, barley, alfalfa, buckwheat, Japanese millet (in wetlands), brown top millet, rapeseed (canola), sunflowers

Farm Unit	Field NO.	Acres	2022 Crop	2023 Crop	2023 Cover Crop	2024 Crop	2024 Cover Crop	2025 Crop	2025 Cover Crop	2026 Crop	2016 Cover Crop	2027 Crop	2027 Cover Crop	Refuge Share	Notes
SE	A-6-W-3	12.93	HAY					PERMANENT CLOVER							
SE	A-6-W-9	6.94	CORN											100%	
SE	A-6-W-10	6.88	HAY											100%	
SE	A-6-W-11	14.64	BEANS					PERMANENT CLOVER							
SE	A-7-3	14.53	CORN												
SE	A-16-1	19.08	CORN												
SE	A-16-2	20.7	CORN												
SE	A-20-2	29.3	BEANS												
SE	A-20-3	32.11	CORN												
SE	A-20-4	44.68	HAY												
SE	A-20-6	14.27	BEANS												
SE	A-20-8	19.13	HAY												
SE	A-21-1	11.14	BEANS												
SE	A-21-2	5.12	CORN												
SE	A-21-3	9.52	HAY												
SE	A-21-4	13.04	CORN												
SE	A-21-5	13.23	BEANS												
SE	A-21-6	9.09	HAY												
SE	A-21-7	16.8	CORN												
SE	A-22-1	8.9	CORN												
SE	A-22-2	45.79	BEANS												
SE	A-22-3	36.36	HAY												
SE	A-22-4	17.05	HAY												
SE	A-22-5	5.75	HAY												
SE	A-22-6	10.36	HAY												
SE	A-22-7	16.04	HAY												
SE	A-22-8	28.77	BEANS												
SE	A-23-15	62.92	CORN												
SE	A-23-16	12.4	BEANS												
SE	A-23-17	13.69	CORN												
SE	A-23-20	9.87	CORN												
SE	A-23-22	17.11	BEANS												
SE	A-23-a-1	11.8	CORN												
SE	A-23-a-4	31.67	BEANS												
SE	A-23-a-5	5.06	CORN												
SE	A-23-W-1	10.27	HAY												
SE	A-23-W-2	7	HAY												
SE	A-24-a-1	11.88	BEANS												
SE	A-24-a-2	24.31	CORN												
SE	A-24-a-4	28.39	BEANS												

SE	A-24-a-5	12.33	BEANS												
SE	A-25-1	28.71	CORN												
SE	A-25-2	14.12	HAY												
SE	A-25-3	11.38	CORN												
SE	A-25-4	10.03	CORN												
SE	A-25-5	12.13	HAY												
SE	A-25-6	22.46	CORN												
SE	A-25-7	4.74	HAY												
SE	A-25-8	5.3	HAY												
SE	A-27-E-3	19.4	BEANS												
SE	A-27-E-4	25.48	HAY												
SE	A-27-E-6	6.38	CORN												
SE	A-27-E-7	10.77	CORN												
SE	A-27-N-1	17.2	HAY												
SE	A-27-N-2	25.99	CORN												
SE	A-27-N-3	26.74	BEANS												
SE	A-27-N-4	28.51	CORN												
SE	A-27-S-1	40.03	BEANS	Fallow		J. Millet		Fallow		J. Millet		Fallow		100%	
SE	A-27-S-2	36.2	BEANS	Fallow		J..Millet		Fallow		J..Millet		Fallow		100%	
SE	A-27-S-3	17.16	HAY												
SE	A-27-S-4	24.76	BEANS												
SE	Previous Grazing Unit 7	86.06	NA												
SE	Heron Flats	68.63	NA	J. Millet		Fallow		J. Millet		Fallow		J. Millet		100%	
SE	Area 3	67.31	HAY	PERMANENT HAY											

Total Acres: 1,351

Year	Total Acres of Corn	Total Acres of Beans	Total Acres of Hay	Total Acres of Refuge Share Corn	Total Acres of Clover	Total Acres of Sorghum	Total Acres of Wheat	Total Acres of Other Crop	Total Acres of Other Crop	Total Acres of Other Crop
2023										
2024										
2025										
2026										
2027										

Below are lists of pre-approved crops, cover crops, and refuge share crops. The refuge encourages bidders to include additional crops not listed here and final approvals will be provided at the time of permit issuance. The refuge values diversity of crops within all field rotations except for permanent clover or hay fields.

Pre-approved list of acceptable cash crops: corn, soybean, sorghum (milo), wheat, pumpkins

Pre-approved list of acceptable cover crops (which can also be harvested as cash crops): wheat, ryes, clovers, peas, turnips, radishes, lespedezas (no Korean lespedeza), oats, barley, alfalfa, buckwheat, millets, rapeseed (canola), kale, triticale

Preapproved list of acceptable refuge share crops: sorghum (milo), corn, wheat, ryes, clovers, peas, oats, barley, alfalfa, buckwheat, Japanese millet (in wetlands), brown top millet, rapeseed (canola), sunflowers

Heron Flats refuge shares will rotate every year of the permit. The unit will eventually include a second berm separating the southern farm fields into two wetland units, resulting in three wetland units in total, at which time the disking and planting of millet will move to a three-year cycle. Until that berm is constructed, the current two units, the north unit (Heron Flats), and south unit (consisting of A27-S-1 and A/27-S-2), will alternate with a disking followed by planting of Japanese millet. In year one, the northern unit, Heron Flats, will be disked and planted in millet and in year two the southern unit, and repeat cycle.

Farm Unit	Field NO.	Acres	2022 Crop	2023 Crop	2023 Cover crop	2024 Crop	2024 Cover Crop	2025 Crop	2025 Cover Crop	2026 Crop	2026 Cover Crop	2027 Crop	2027 Cover Crop	Refuge Share	Notes
SW	A-5-6	13.52	CORN											100%	
SW	A-5-7	33.92	BEANS											100%	
SW	A-24-2	25.77	CORN												
SW	A-24-3	24.97	HAY												
SW	A-26-2	16.22	HAY												
SW	A-28-3	20.75	CORN												
SW	A-28-4	33.1	CORN												
SW	A-28-5	14.6	CORN												
SW	A-28-6	20.21	CORN												
SW	A-34-1	12.84	BEANS												
SW	A-34-2	42.81	CORN												
SW	A-34-3	31	HAY												
SW	A-34-4	12.3	BEANS												
SW	A-35-1	13.33	BEANS												
SW	A-35-2	11.14	HAY												
SW	A-37-N-1	10.26	HAY												
SW	A-37-N-2	20.38	CORN												
SW	A-37-N-3	18.45	CORN												
SW	A-37-N-4	16.43	HAY												
SW	A-37-N-5	14.98	HAY												
SW	A-37-N-6	14.19	HAY												
SW	A-37-N-8	7.83	HAY												
SW	A-37-N-9	3.96	HAY												
SW	A-37-N-10	8.12	HAY												
SW	A-37-S-11	5.45	HAY												
SW	A-37-S-12	7.53	HAY												
SW	A-37-S-14	16.97	CORN												
SW	A-37-S-15	12.35	HAY												
SW	A-37-S-16	14.11	HAY												
SW	A-37-S-17	11.32	HAY												
SW	A-37-S-18	4.35	CORN												
SW	A-37-S-19	23.75	HAY												
SW	A-38-1	8.69	HAY												
SW	A-38-2	19.01	HAY												
SW	A-38-5	19.77	BEANS												
SW	A-38-6 & 7	57.82	BEANS												
SW	A-38-8	22.67	CORN												
SW	A-38-21	23.06	HAY												
SW	A-38-23	41.73	BEANS												
SW	A-38-24	9.7	BEANS												
SW	A-41-1	20.34	HAY	Fallow		J. Millet		Fallow		J. Millet		Fallow		100%	

SW	A-41-2	24.23	HAY	Fallow		J. Millet		Fallow		J. Millet		Fallow		100%	
SW	A-41-3	46.45	CORN	J. Millet		Fallow		J. Millet		Fallow		J. Millet		100%	
SW	A-41-4	17.96	CORN	J. Millet		Fallow		J. Millet		Fallow		J. Millet		100%	
SW	A-41-5	8.13	CORN												
SW	A-41-6	22.26	NA	Fallow		J. Millet		Fallow		J. Millet		Fallow		100%	
SW	C-5-2	16.86	BEANS												
SW	C-5-4	18.73	BEANS												
SW	C-5-5	14.76	BEANS												
SW	C-5-6	27.6	CORN												
SW	Q-1	3.08	CORN											100%	Hampton Grassland
SW	Q-2	3.07	NA											100%	Hampton Grassland
SW	Q-3	2.97	NA											100%	Hampton Grassland
SW	Q-4	2.80	NA											100%	Hampton Grassland
SW	Q-5	3.05	NA											100%	Hampton Grassland
SW	Q-6	3.04	NA											100%	Hampton Grassland
SW	Q-7	2.86	HAY											100%	Hampton Grassland
SW	Q-8	2.95	NA											100%	Hampton Grassland
SW	Q-9	3.01	HAY											100%	Hampton Grassland
SW	Previous Grazing Unit 4	85.18	NA												
SW	Previous Grazing Unit 8	147.3	NA												
SW	Previous Haying Unit 7	30.51	HAY												
SW	Bluegill W	17.06	HAY	PERMANENT HAY											

Total Acres: 1,264

Year	Total Acres of Corn	Total Acres of Beans	Total Acres of Hay	Total Acres of Refuge Share Corn	Total Acres of Clover	Total Acres of Sorghum	Total Acres of Wheat	Total Acres of Other Crop	Total Acres of Other Crop	Total Acres of Other Crop
2023										
2024										
2025										
2026										
2027										

Below are lists of pre-approved crops, cover crops, and refuge share crops. The refuge encourages bidders to include additional crops not listed here and final approvals will be provided at the time of permit issuance. The refuge values diversity of crops within all field rotations except for permanent clover or hay fields. Pre-approved list of acceptable cash crops : corn, soybean, sorghum (milo), wheat, pumpkins. Pre-approved list of acceptable cover crops (which can also be harvested as cash crops): wheat, ryes, clovers, peas, turnips, radishes, lespedezas (no Korean lespedeza), oats, barley, alfalfa, buckwheat, millets, rapeseed (canola), kale, triticale. Preapproved list of acceptable refuge share crops: sorghum (milo), corn, wheat, ryes, clovers, peas, oats, barley, alfalfa, buckwheat, Japanese millet (in wetlands), brown top millet, rapeseed (canola), sunflowers.

A-41 refuge shares will rotate every year of the permit. Year one, disk the south unit (A-41-3 and A-41-4) and plant Japanese millet. Year two, disk the north unit (A-41-1, A-41-2, and A-41-6) and plant Japanese millet, and repeat cycle.

Refuge shares within the Hampton grassland complex will be managed on a rotational basis for the benefit of wildlife, specifically targeting the needs of bobwhite quail, one of the priority resources of concern for management of that grassland complex. There are nine refuge share fields within the grassland complex that must be rotated on three-year cycle. Three of the fields should be planted in three unique, preferably, sorghum, small grain, or grass crops, annually. Fields planted in year one will remain fallow in years two and three and replanted again in year four. Repeated crops are not allowed within a given refuge share field, such that the year four planting is not the same crop as year one in any given field.

Crab Orchard NWR-Attachment 13
Addendum to Cooperative Agriculture Agreement

Changes may be made to the Cooperative Agriculture Agreement (CAA) upon agreement between the Refuge Manager and Cooperator. Changes in the agreement must be made prior to action and in writing by an addendum, which is attached to and becomes part of the agreement.

Addendum to SUP #: _____

Cooperator Name: _____ Farm Unit: _____

Proposed Change:

(Continue on back if more space is needed)

Does the addendum result in a change of acreage? (Circle one) Y or N

Total acreage of reduction or addition? (Circle one) + or - _____ acres

Does the addendum result in a change in the amount of annual rent due by cooperator? Y or N
(If applicable, calculate addition or reduction of rent below)

Total Annual Rent: \$_____ divided by Farm Unit Acres: _____ multiplied by acreage reduction or addition
= (Circle one) + or - \$_____

As a result of this addendum, \$_____ is (Circle which applies):
OWED by the Cooperator to the refuge OR to be REDUCED from the Cooperator's annual rent.

I understand and agree to changes documented in this addendum of the Cooperative Agriculture Agreement.

Permittee: _____ Date: _____

Refuge Manager: _____ Date: _____
(or Designee)

Cooperative Farmer Timeline -Attachment 14

S	Deadline	Task	Timeline/Notes
Winter	January		
	Jan-March	PUP approvals for herbicide use	Earlier the better, few days to 4 weeks (pending amt of changes)
	February		
	Feb-March	Row crop contracts (including IKS, SUP, CRAs, and Special Conditions) signed	
Spring	March		
	After 1-Mar	Harvest of standing corn in Spring	At cooperator discretion
	15-March	FSA contracts due (date varies)	1-2 days (depending how quick FSA gets contracts to you); Usually occurs in Mar-June
	31-Mar	Last day trees >3" dbh can be cut, must now consult with refuge staff	Threatened & Endangered bat species protection starts
	April		
	1-Apr	Initial Planting Date for Corn	Seed label 2 weeks prior to planting; Ensure non-neonicotinoid. Date from USDA Risk Management Agency-Springfield Regional Office (217) 241-6600
	1-Apr	Surety bond due, 10% rent due, Start of SUP period	Surety bond required if annual bid is over \$5,000
	15-Apr	Initial Planting Date for Soybeans	Date from USDA Risk Management Agency-Springfield Regional Office (217) 241-6600
	Apr-Nov	Compliance checks	Compliance of Special Conditions will be spot checked throughout the season by refuge staff
	May		
	15-May	First round of routine mowing deadline	Cooperator must mow routine mowing areas at least four times annually- this is the deadline for the first round
Summer	June		
	1-Jun	Can cut and harvest up to 2/3rds hay or clover field (must wait 6 weeks to harvest other 1/3); soil tests taken by this day for permanent hay and clover fields	Farmers have 30 days to remove bales
	5-Jun	FINAL Planting Date for Corn	Date from USDA Risk Management Agency-Springfield Regional Office (217) 241-6600
	20-Jun	FINAL Planting Date for Soybeans	Date from USDA Risk Management Agency-Springfield Regional Office (217) 241-6600

	25-Jun	End of Late Planting Period for Corn	Date from USDA Risk Management Agency-Springfield Regional Office (217) 241-6600
	July		
	1-Jul	Second round of routine mowing deadline	Cooperator must mow routine mowing areas at least four times annually- this is the deadline for the second round
	15-Jul	Cut and harvest all hay or remaining 1/3 cutting (must be at least 6 weeks after 2/3rds cutting) End of Late Planting Period for Soybeans Acreage Report Due Dates to FSA- Corn and Soybeans	Farmers have 30 days to remove bales
	15-Jul	Can begin annual mowing (Waterways, grass contours, field entrances, field edges, and buffers) and pastures annual mowing/spraying/maintenance of fence starts	Max height of 6" left for grazing pastures. Must maintain 50ft buffer from ponds/creeks and 25ft buffer from ditches/roadsides
	15-Jul	Soil test result deadline for Hay/Clover	(In 2 nd and 5 th years) All locations where samples are taken must have GPS coordinates recorded or map where sample was taken
	August		
	15-Aug	Third round of routine mowing deadline	Cooperator must mow routine mowing areas at least four times annually- this is the deadline for the third round
	No later than 15-Aug	Planting of forage turnips and radishes as cover crops must be planted by August 15	
	30-Aug	Last day to cut hay in row crop fields	Farmers have 30 days to remove bales
Fall	September		
	Fall after corn harvest	Permittee- take soil samples on all 1 st yr corn fields and if double-cropping	
	15-Sep	No mowing or haying allowed after this day to protect grasses in fields;	Any work in permanent hay fields after this date will require notification by permittee and approval
	October		
	1-Oct	Last day to complete annual and routine mowing (Waterways, field entrances, field edges, and buffers)	Cooperator must mow routine mowing areas at least four times annually- this is the deadline for the fourth round and annual mowing

	1-Oct	Can cut trees without concern for bats; All hay bales must be removed from Refuge by this day	Threatened & Endangered bat species protection ends; permittees must still get refuge approval for cutting standing trees larger than 3" dbh
	15-Oct	Planting cover crops after October 15 must be done by drilling	Exceptions may be granted with prior approval
	November		
	No later than 1-Nov	Winter wheat and winter cereal rye may be planted after fall harvest	
	30-Nov	End of SUP period	Any work after this will require notification by permittee an refuge approval
Winter	December		
	1-Dec	End of year reports due, 90% rent due	Make sure all IKS paperwork is complete with receipts and verification of work completed. Cannot carry over funds between years.

***No pesticide spraying within 100ft of open water, creeks, or wetlands unless a larger/smaller distance specified in BMPs**

**** 24hr notice of any aerial flights on Refuges**