STATE OF ILLINOIS
INVITATION FOR BID

Illinois Department of Natural Resources

Kaskaskia River State Fish and Wildlife Area Farm Lease 2036

22039399

The Illinois Department of Natural Resources ("Agency" or "State") requests Bids from responsible vendors to meet its needs. A brief description is set forth below for Bidder's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes a Bid.

Brief Description:

Farm leasing of approximately 151.2 acres in 2017, 2018, 2019 and 2020 of land at Kaskaskia River State Fish and Wildlife Area for agricultural purposes. Lease 2036 is located in St. Clair County, Township 3 South, Range 7 West, Section 33, Randolph County, Township 4 South, Range 7 West, Sections 4 and 9. 3rd P.M. further described in Attachment AA.

The resulting contract with the awarded vendor shall begin March 1, 2017 or upon signature of the IDNR Director, whichever occurrence is the latter and shall terminate February 28, 2021.

Please read the entire solicitation package and submit a Bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the price proposal which will constitute the Bid. Do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

Forms A and Forms B may be downloaded from the Illinois Procurement Bulletin (IPB) or from links provided in this document. These sections are a material part of this solicitation, and must be returned when applicable with a Bidder's Bid.

Bids that do not adhere to Form and Content of Bid requirements may not be considered.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

STATE OF ILLINOIS
OUTLINE

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The following sections of the solicitation may be opened by clicking on the link provided or downloaded from the Illinois Procurement Bulletin.

FORMS A

Complete this section if you are not using an Illinois Procurement Gateway (IPG) Registration #

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Financial Disclosures and Conflicts of Interest ..... 7.
Taxpayer Identification Number ..... 8.

FORMS B

Complete this section only if you are using a valid IPG Registration #

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you are not registered in the IPG.

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SECTION 1. INSTRUCTIONS AND GENERAL INFORMATION

A.1 PUBLISHED PROCUREMENT INFORMATION: The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Department of Natural Resources Bulletin (http://www.dnr.illinois.gov/procurement/Pages/default.aspx), (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Bidder is responsible for monitoring the Bulletin. The State will not be held responsible if Bidder fails to receive the optional e-mail notices.

A.2 SOLICITATION CONTACT: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Bidders may only communicate with the Solicitation Contact. The State/Agency shall not be held responsible for information provided by or to any other person.

Solicitation Contact: Karen Mankowski	Phone: 217-557-1235
Agency: Illinois Department of Natural Resources	Fax: 217-785-8565
Street Address: One Natural Resources Way	TDD: 217-782-9175
City, State Zip: Springfield, Illinois 62702	
Email: Karen.Mankowski@illinois.gov	

Suspected errors should be immediately reported to the Solicitation Contact identified above. Do not discuss, directly or indirectly, the solicitation or any Bid with any State officer or employee other than the Solicitation Contact.

A.3 BIDDER QUESTIONS AND AGENCY RESPONSE: All questions, other than questions raised at the Bidder Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than seven days after the Mandatory Vendor Conference Date. Questions received and Agency responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Bidders are responsible for monitoring the Bulletin.

A.4 REQUIRED MEETINGS

Bidder Conference/Site Visit: ☒ Yes ☐ No

Mandatory Attendance: ☒ Yes ☐ No

If attendance is mandatory, Bidder (current Vendor included) will be disqualified and considered Non-Responsive if Bidder does not attend, is not on time, leaves early or fails to sign the attendance sheet. Bidder must allow adequate time to accommodate security screenings at the site.

Date: December 13, 2016

Time: 11:00 A.M.

Location: Kaskaskia River State Fish and Wildlife Area
10981 Conservation Road
Baldwin, IL 62217

In case of inclement weather, please call the Site Office at 618-785-2555 to verify the Vendor conference is proceeding as scheduled.

A.5 BID DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF BIDS: Bids will be opened at the Submit/Deliver Bids To address below at the Bid Due Date & Time specified.

A.5.1. Bid Due Date & Time

Date: December 29, 2016

Time: 2:00 P.M.

A.5.2. Bid Firm Time: Vendor's Bid must remain firm for 90 days from opening.

A.5.3. Submit/Deliver Bids To: Label (outside of envelopes/containers):

Agency: Illinois Department of Natural Resources	**"Sealed Bid – Do Not Open"**
Attn: Karen Mankowski	Project Title & IPB Reference #: Kaskaskia River SFWA FL 2036/ 22039399
Address: One Natural Resources Way	Due Date & Time: December 29, 2016 2:00 P.M.
City, State Zip: Springfield, Illinois 62702	Vendor Name _____
	Vendor City, State and Zip _____

A.6 ORGANIZATION REQUIRED: Bids may be submitted in as many as two packets.

A.6.1. Packet 1 shall contain the Contract, Offer and Forms A or Forms B.

If applicable, the packet shall also contain Exceptions to Solicitation Contract Terms and Conditions (Section 3, Part C.1) and References (Section 3, Part C.2).

A.6.1.1. Exceptions must be provided on the Exceptions to Solicitation Contract Terms and Conditions form or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Bid.

A.6.1.2. Additional Bidder Provisions may be stated on this form and should not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports a Bidder's position or, for example, a Bidder's licensing agreement.

A.6.1.3. Forms A contains eight forms and shall be returned by Bidders that are not registered in the Illinois Procurement Gateway (IPG).

A.6.1.4. Forms B contains three forms and is only returned by Bidders that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.6.2. Packet 2 shall contain if applicable a Redacted copy.

A.7 **SUBMISSION OF BIDS**: The Bid may be submitted in separately sealed packets as indicated below and clearly labeled with the Invitation for Bid title, the IPB reference number, the packet number, the Bidder's name and the wording**: "Sealed Bid – Do Not Open."** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes.

Subject Matter	**# of Originals**
PACKET 1 Contract OFFER and applicable forms in SECTION 3 Part C FORMs A or FORMS B	1
PACKET 2 Redacted copy (if applicable)	1

A.8 **SECURITY**: An irrevocable letter of credit is required per Section 1.3.1.2 and Section 1.3.2.2.

A.9 **SMALL BUSINESS SET-ASIDE:** ☐ Yes ☒ No. If "Yes" is marked, Bidder must be qualified by the Small Business Set-Aside Program at the time Bids are due in order for the Bid to be evaluated. For complete requirements and to qualify Bidder's business in the Small Business Set-Aside Program, visit (https://ipg.vendorreg.com/FrontEnd/VendorSearchRegistry.asp?TN=ipg&XID=7599).

A.10 **FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of the goods and/or services involved which are Federally funded and the dollar amount of such Federal funds will be disclosed.

A.11 EMPLOYMENT TAX CREDIT: Bidders who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

A.12 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation. Bidder must bring any action relating to this solicitation in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Bidder may view the full text at (http://www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code Parts 1, 4, 6, and 8) are applicable to this solicitation and may be respectively viewed at (http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7)and (http://www.ilga.gov/commission/jcar/admincode/044/044parts.html).

A.13 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Bids become the property of the State. All Bids will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Bidder requests in its Bid that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Bids confidential. Bidders must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Bidder's name, the substance of the Bid, and the price.

If Bidder requests confidential treatment, Bidder must submit additional copy/copies (see Instructions for Submitting Bids in Section A.8) of the bid with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Bid as possible. In a separate attachment, Bidder shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure. Bidder must label the attachment as "Redacted" and return it in Packet 1.

Bidder will hold harmless and indemnify the State for all costs or damages associated with the State defending Bidder's request for confidential treatment. Bidder agrees that the State may copy the Bid to facilitate evaluation, or to respond to requests for public records. Bidder warrants that such copying will not violate the rights of any third party.

A.14 RESERVATIONS: Bidder must read and understand the solicitation and tailor the Bid and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all bids, award by item, group of items, or grand total, and waive minor defects. The State may request a clarification, inspect Bidder's premises, interview staff, request a presentation, or otherwise verify the contents of the Bid, including information about subcontractors and suppliers. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that the Bidder provide additional information and otherwise cooperate with the State. If a Bidder does not comply with requests for information and cooperate, the State may reject the Bid as Non-Responsive to the solicitation. Submitting a Bid does not entitle the Bidder to an award or a contract. Posting a vendor's name in a Bulletin notice does not entitle the vendor to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Bid. Awarded vendor(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties

execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

A.15 **AWARD:** The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive and Responsible Bidder who submits the **highest** price. The State will post a notice to the applicable Bulletin identifying the apparent highest price Bidder. The State may accept or reject a Bidder's Bid as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, the State may reject the Bidder's Bid and begin negotiations with another Bidder. Awards are not final until all protests are resolved.

A.16 **REFERENCES:** ☒ Yes ☐ No. If "Yes" is marked, Bidder must provide references from established private firms or government agencies other than from the procuring Agency, which can attest to Bidder's experience and ability to perform the contract that is the subject of this solicitation. .

Type of References: Business References: Businesses where the Vendor purchases supplies, machinery, seed, fertilizer, chemicals or serves as a farm tenant. Bidder must provide the name, contact information and a description of the supplies or services provided using the form in Section 3, Part C.2

Financial Institution Reference: Bidder must provide one reference letter from a financial institution attesting to the Bidders financial ability to perform the contract. If the bidder cannot obtain a letter prior to the bid due date and time, the bidder may provide a letter signed by the Bidder authorizing IDNR to contact the financial institution to attest to the Lessee financial ability. The letter must be on official letterhead and contain the name of the institution and contact information. **The contract cannot be awarded until the requested document has been received.**

Number of Each Reference Type: Three (3) Businesses and One (1) Financial Institution

A.17 **PAYMENTS ADDRESS:** Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

Send payments to:

Agency Name: Illinois Department of Natural Resources

Agency Department: Agricultural Leasing

Street Address: One Natural Resources Way

City, State, Zip Code: Springfield, IL 62702

A.18 **PROTEST REVIEW OFFICE**: Bidders may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550, 4.5550, 6.420, and 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual bids or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting

party knows or should have known of the facts giving rise to the protest. The Protest Review Office information is as follows:

Chief Procurement Office Attn: Protest Review Office 401 S. Spring Street Suite 515 Stratton Office Building Springfield, IL 62706	Phone: (217) 720-7067 Facsimile: (217) 558-1399 Illinois Relay: (800) 526-0844

A.19 EVALUATION PROCESS: The State evaluates three categories of information: Responsiveness, Responsibility and Price. The State will consider the information provided and the quality of that information when evaluating the Bidder's Bid. If the State finds a failure or deficiency, the State may reject the Bid or reflect the failure or deficiency in the evaluation.

A.19.1. **RESPONSIVENESS**: A responsive bidder is one who submits a bid that conforms in all material respects to the Invitation for Bid, and includes **all required** forms. Required forms may include and may not be limited to:

A.19.1.1. Subcontractor Disclosure: If the Bid includes any subcontractors, then Bidder shall provide the names and addresses of subcontractors in the CONTRACT, Part 1.6.

A.19.1.2. References: If references are required, then Bidder shall complete and return the References form in Section 3, Part C.2.

A.19.1.3. If completing Forms B, then responsiveness may include and may not be limited to:

- Valid Illinois Procurement Gateway registration # with expiration date
- Disclosure of lobbyists for Bidder and parent entity(ies)
- Disclosure of pending and current contracts
- Certifications timely to this solicitation

A.19.1.4. If completing Forms A, required forms may include and may not be limited to:

- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.
- State Board of Elections Registration: Vendor or Bidder may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
- Illinois Department of Human Rights Public Contracts Number: Bidder shall complete and return the IDHR Public Contract Number form in Forms A, Part 2, or in the Illinois Procurement Gateway.
- Standard Certifications: Bidder shall complete and return the Standard Certifications form in Forms A, Part 4, or in the Illinois Procurement Gateway.

- Financial Disclosures and Conflicts of Interest: Bidder shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A, Part 7, or in the Illinois Procurement Gateway.

- Disclosure of Business Operations with Iran: Bidder shall complete and return the Disclosure of Business Operations with Iran form in Forms A, Part 6, or in the Illinois Procurement Gateway.

- Business and Directory Information: Bidder shall complete and return the Business and Directory Information form in Forms A, Part 1, or in the Illinois Procurement Gateway.

- Taxpayer Identification Number: Bidder shall complete and return the Taxpayer Identification form in Forms A, Part 8, or in the Illinois Procurement Gateway.

A.19.1.5. The State will determine whether the Bid meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Bidder meets a particular requirement, the State may waive that requirement.

A.19.1.6. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.19.1.7. The State will determine whether Bids complied with the instructions for submitting Bids. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that a Bidder correct deficiencies as a condition of further evaluation.

A.19.2. **RESPONSIBILITY:** A responsible Bidder is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Bidder is a "Responsible" bidder; a bidder with whom the State can or should do business. For example, the State may consider the following:

A.19.2.1. A "prohibited bidder" includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request for information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from

submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

A.19.2.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Bidder's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.19.2.3. Awarded Bidders must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

A.19.2.4. The State may require that a Bidder correct any deficiencies as a condition of further evaluation.

A.19.3. **PRICE**: The State identifies the **highest** priced Bidder that meets Responsibility and Responsiveness requirements. The State ranks Bids in order of price when appropriate.

A.20 MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Bid non-responsive. All questions regarding the subcontracting goal must be directed to the Agency BEP Liaison prior to submission of proposals.

Does this solicitation contain a BEP goal? ☐ Yes ☒ No

A.21 VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN: This solicitation may contain a goal to include businesses owned and controlled by military veterans in the State's procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Bid non-responsive. All questions regarding the subcontracting goal must be directed to the Agency Veteran Small Business Liaison prior to submission of proposals.

Does this solicitation contain a Veteran Small Business goal? ☐ Yes ☒ No

-END OF INSTRUCTIONS-

SECTION 2. OFFER TO THE STATE OF ILLINOIS

Project Title / Reference #: Kaskaskia River State Fish and Wildlife Area Farm Lease 2036/ 22039399

The undersigned authorized representative of the identified Bidder hereby submits this Offer to the State of Illinois to perform in full compliance with the subject solicitation. By completing and signing this form, Bidder makes an Offer to the State of Illinois that the State may accept.

Bidder should use this Form as a final check to ensure that all required documents are completed and included with the Bid. Bidder must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Bidder understands that failure to meet all requirements is cause for disqualification.

B.1 SOLICITATION AND CONTRACT REVIEW

Bidder has reviewed the Solicitation and Contract, including all referenced documents and instructions, filled in all relevant blanks, and provided any requested information.

☐ Yes ☐ No

B.2 ADDENDA

Bidder has taken into account any and all addendums to the solicitation in making this Bid.

☐ Yes ☐ No ☐ N/A

B.3 BIDDER CONFERENCE

If attendance was mandatory, Bidder attended the Bidder Conference.

☐ Yes ☐ No ☐ N/A

B.4 BID SUBMISSION

Bidder has packaged the Bid in a properly labeled container, addressed to the correct location, included the correct number of copies, and allowed enough time for delivery by the due date and time.

☐ Yes ☐ No

B.5 FORMS A or FORMS B: Bidder is properly submitting either Forms A or Forms B, but not both.

☐ Yes ☐ No

B.6 SECURITY

If applicable, Bidder understands that an irrevocable letter of credit shall be due within thirty (30) days after contract execution.

☐ Yes ☐ No ☐ N/A

B.7 SMALL BUSINESS SET-ASIDE

Bidder is a qualified small business in the Small Business Set-Aside Program at the time Bids are due.

☐ Yes ☐ No ☒ N/A

PACKET 1

B.8 CONTRACT

☐ Yes ☐ No

B.9 OFFER

☐ Yes ☐ No

B.9.1	Offer	☐ Yes ☐ No
B.9.2	Exceptions to Solicitation Contract Terms and Conditions	☐ Yes ☐ No ☐ N/A
B.9.3	References	☐ Yes ☐ No ☐ N/A

B.10 FORMS A

☐ Yes ☐ No

B.10.1	Business and Directory Information	☐ Yes ☐ No
B.10.2	Illinois Department of Human Rights Public Contracts Number	☐ Yes ☐ No
B.10.3	Standard Certifications	☐ Yes ☐ No
B.10.4	Disclosure of Business Operations in Iran	☐ Yes ☐ No
B.10.5	Financial Disclosures and Conflicts of Interest	☐ Yes ☐ No
B.10.6	Taxpayer Identification Number	☐ Yes ☐ No

B.11 FORMS B

☐ Yes ☐ No

B.11.1	Illinois Procurement Gateway Registration # with expiration date	☐ Yes ☐ No
B.11.2	Certifications Timely to this Solicitation	☐ Yes ☐ No
B.11.3	Disclosure of Lobbyists and Contracts	☐ Yes ☐ No

B.12 CONTRACT SIGNATURE

Bidder has signed and filled out all Vendor information on the CONTRACT SIGNATURES page.

☐ Yes ☐ No

B.13 SUBCONTRACTING

Bidder has indicated if subcontractors will be used and provided all requested information.

☐ Yes ☐ No ☒ N/A

B.14 LOCATION OF PERFORMANCE

State has provided the location and known or anticipated value of services to be performed.

☒ Yes ☐ No

B.15 REFERENCES

Bidder has enclosed references and all pertinent contact information for the references.

☐ Yes ☐ No ☐ N/A

B.16 PRICING

Bidder has completed the PRICING part of the CONTRACT.

☐ Yes ☐ No

B.17 EXCEPTIONS

In preparing the Bid, Bidder has taken (check one box below):

☐ No Exceptions

☐ Exceptions to the State's language or requirements; Exceptions must be provided on the State's form (Section 3, Part C.1) or must be in a substantially similar format. The State discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Bidder's Bid.

B.18 REQUEST FOR CONFIDENTIAL TREATMENT

Bidder has supplied an additional copy of the Bid with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Bidder's request.

☐ No, Bidder is not requesting confidential treatment for this Bid

☐ Yes, Bidder is seeking confidential treatment for portions of this Bid

PACKET 2

Redacted Copy of Bid ☐ Yes ☐ No ☐ N/A

B.19 PREFERENCES

The Illinois Procurement Code provides various preferences to promote business opportunities in Illinois.

Does Bidder make any claims for preferences? If so, please mark the applicable preference(s) and include the list of items that qualify for the preference at the end of this section and a description of why the preference applies. The State reserves the right to determine whether the preference indicated applies to Bidder.

☐ Resident Bidder (30 ILCS 500/45-10)

☐ Recycled Materials (30 ILCS 500/45-20)

☐ Recycled Paper (30 ILCS 500/45-25)

☐ Environmentally Preferable Supplies (30 ILCS 500/45-26)

☐ Illinois Correctional Industries (30 ILCS 500/45-30)

☐ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35)

☐ Gas Mileage (30 ILCS 500/45-40)

☐ Small Businesses (30 ILCS 500/45-45)

☐ Illinois Agricultural Products (30 ILCS 500/45-50)

☐ Corn-Based Plastics (30 ILCS 500/45-55)

☐ Disabled Veterans (30 ILCS 500/45-57)

☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)

☐ Public Purchases in Other State (30 ILCS 520)

☐ Illinois Mined Coal Act (30 ILCS 555)

☐ Steel Products Procurement (30 ILCS 565)

☐ Veteran's Preference (330 ILCS 55)

☐ Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)

☐ Procurement of Domestic Products (30 ILCS 517)

☐ Bio-based Products (30 ILCS 500/45-75)

Items that Qualify and Explanation: _____

Signature of Authorized Representative: _____

Printed Name of Authorized Representative: _____

Bidder's Name: _____

Date: _____

SECTION 3.

C.1 EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

_____ agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	Excluding certifications required by statute to be made by the Vendor, both Parties agree that all of the duties and obligations that the Vendor owes to the Agency for the work performed shall be pursuant to the solicitation and resulting contract, and Vendor's exceptions accepted by the State thereto as set forth below.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL VENDOR TERMS AND CONDITIONS
New Provision(s), # et. seq.	**Section/Subsection New Number, Title of New Subsection**: State the new additional term or condition.

Illinois Department of Natural Resources hereby agrees to the exceptions provided by _____ and / or the Additional Terms and Conditions provided by _____.

LESSEE **Agreed:**	**Illinois Department of Natural Resources** **Agreed**:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date:

STATE OF ILLINOIS
REFERENCES

C.2 REFERENCES

Business References: Bidder must provide three references from established firms or government agencies other than the procuring Agency that can attest to Bidder's experience and ability to perform the contract that is the subject of this solicitation. **Businesses where the Vendor purchases supplies, machinery, seed, fertilizer, chemicals or serves as a farm tenant.** Bidder must provide the name, contact information and a description of the supplies or services below.

1. Firm/Government Agency (name): _____

Contact Person (name, address, phone, and email address): _____

Date of Supplies/Services Provided: _____

Type of Supplies/Services Provided: _____

2. Firm/Government Agency (name): _____

Contact Person (name, address, phone, and email address): _____

Date of Supplies/Services Provided: _____

Type of Supplies/Services Provided: _____

3. Firm/Government Agency (name): _____

Contact Person (name, address, phone, and email address): _____

Date of Supplies/Services Provided: _____

Type of Supplies/Services Provided: _____

Financial Institution Reference: Bidder must provide one reference letter from a financial institution attesting to the Bidders financial ability to perform the contract. If the bidder cannot obtain a letter prior to the bid due date and time, the bidder may provide a letter signed by the Bidder authorizing IDNR to contact the financial institution to attest to the Lessee financial ability. The letter must be on official letterhead and contain the name of the institution and contact information. **The contract cannot be awarded until the requested document has been received.**

Vendor Name: _____

Return Mailing Address: _____

STATE OF ILLINOIS
CONTRACT

Illinois Department of Natural Resources
Kaskaskia River State Fish and Wildlife Area Farm Leas e 2036
17AL2036

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor (Lessee). This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**

2. **PRICING**

3. **TERM AND TERMINATION**

4. **STANDARD BUSINESS TERMS AND CONDITIONS**

5. **STATE SUPPLEMENTAL PROVISIONS**
   Attachment AA – Land Map
   Attachment BB – Cropping Plan
   Attachment CC – Acceptable Services
   Attachment DD – Irrevocable Letter of Credit "Sample"
   Attachment EE –Fertilizer and Chemical Application Forms
   Attachment FF – Equipment List
   Attachment GG – Agronomy Handbook / Chapter 8 or can be viewed online at
   http://extension.cropsci.illinois.edu/handbook/

6. **LEASE SPECIFIC CERTIFICATIONS AND DISCLOSURES - "FORMS A" (IF APPLICABLE)/ "FORMS B (If APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS
CONTRACT

Illinois Department of Natural Resources
Kaskaskia River State Fish and Wildlife Area Farm Leas e 2036
17AL2036

VENDOR

Vendor Name:	Address:
Signature:	Phone:
Printed Name:	Fax:
Title:	Email:
Date:	

STATE OF ILLINOIS

Procuring Agency: Illinois Department of Natural Resources	Phone: 217-557-1235
Street Address: One Natural Resources Way	Fax: 217-785-8565
City, State ZIP: Springfield, IL 62702	
Official Signature:	Date:
Printed Name: Wayne A. Rosenthal	
Official's Title: Director	

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

Agency Reference # Project Title Kaskaskia River SFWA FL 2036

Contract # 17AL2036 Procurement Method (IFB, RFP, Small, etc): IFB

IPB Ref. # 22039399 IPB Publication Date: Award Code: A

Subcontractor Utilization? ☐ Yes ☒ No Subcontractor Disclosure? ☐ Yes ☒ No

Funding Source N/A Obligation #

Small Business Set-Aside? ☐ Yes ☒ No

Minority Owned Business? ☐ Yes ☒ No Percentage

Female-Owned Business? ☐ Yes ☒ No Percentage

Persons With Disabilities Owned Business? ☐ Yes ☒ No Percentage

Other Preferences?

-BALANCE OF PAGE LEFT INTENTIONALLY BLANK

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: Farm Lease Contract ("Lease") between Vendor and the Illinois Department of Natural Resources (IDNR) for the purpose of a land management program on the following described land, in a manner consistent with the Agency's policies. Land is located in St. Clair County, Township 3 South, Range 7 West, Section 33, Randolph County, Township 4 South, Range 7 West, Sections 4 and 9. 3rd P.M. further described in Attachment AA. Farm leasing of approximately 151.2 acres in 2017, 2018, 2019, and 2020 of land at Kaskaskia River State Fish and Wildlife Area for agricultural purposes.

1.2. SUPPLIES AND/OR SERVICES REQUIRED: Many Department of Natural Resources owned or managed lands contain tillable acreage. These lands have the potential to generate revenue if used to grow agricultural products. It is the Department's policy to minimize the use of such lands for agricultural production in favor of establishing annual or permanent wildlife habitats. However, the Department also recognizes that certain agricultural practices and farm income can provide needed resources for wildlife habitat, improving habitat diversity, developing cover and edge effect, and maintaining annual vegetative stages. The Agency requires services to perform agricultural farming services. See Attachment BB for cropping plan, field numbers, crop and acreage per field.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Lessee shall guarantee lease payment by submitting one of the following each year:

1.3.1.1 Prepaying the full amount of rent within thirty (30) days after contract execution and must be submitted prior to March 1st every year thereafter during the term of the lease**.** **Failure to do so shall subject this Lease to immediate termination.**

1.3.1.2 Providing an irrevocable letter of credit (Attachment DD) to guarantee payment of the lease. **The irrevocable letter of credit must be submitted within thirty (30) days after contract execution and must be submitted prior to March 1st every year thereafter during the term of this Lease. Failure to do so shall subject this Lease to immediate termination.**

A. If the Lessee provides an irrevocable letter of credit, the Lessee agrees to pay one half of annual lease payment on or before **July 15th** and the balance shall be paid in full by **December 15th** for each crop or lease year. See Section 5 for Agency specific terms and conditions. Payment may be any combination of the following methods:

a. Additional services to the Site as outlined in Attachment CC;

b. Cash payment - Lessee agrees that cash payment will be made in the form of a personal check, bank cashier's check, a certified check, a bank draft or U.S. Postal Money Order made payable to the Illinois Department of Natural Resources. The Department may implement Electronic Fund Transfer (EFT) as an acceptable method of payment.

1.3.2. Lessee shall be responsible to pay all leasehold taxes on the leased lands during the lease term. Failure to do so shall subject the lease to immediate termination. Lessee shall provide a copy of the paid leasehold tax receipt for each year of the Lease by **December 15th** of the year in which the taxes were paid. The obligations of this Paragraph shall survive the expiration or earlier termination of the term of this Lease. Lessee shall guarantee payment of property taxes each year by one of the following:

1.3.2.1 Providing a cashier's check or money order made out to the county treasurer of the county where the lease is located. The cashier's check or money order will be returned to the Vendor after proof that the taxes have been paid.

1.3.2.2 Providing an irrevocable letter of credit (Attachment DD) to guarantee payment of the property taxes. **The irrevocable letter of credit must be submitted within thirty (30) days after contract execution and must be submitted prior to March 1st every year thereafter during the term of this Lease. Failure to do so shall subject this Lease to immediate termination.**

1.3.3. **A proof of liability insurance document shall be submitted within 30 days after contract execution and must be submitted prior to March 1st every year thereafter during the term of this Lease. See section 4.10 Insurance.** Lessee additionally covenants and agrees that if any required policies of liability insurance should lapse, Lessee shall be liable for loss, injury, damage or claims to persons or property resulting from or by virtue of Lessee's negligence.

1.3.4. IDNR may require the Lessee under this cropping plan (Attachment BB) to leave all or a certain portion of the crops in the field standing without being harvested. If Lessee fails to comply with this requirement, IDNR will receive the rent per acre from the Vendor as set forth in Section 2.1.2 for each acre that the Lessee harvested in violation of the cropping plan.

1.3.5. Lessee shall notify the Site Superintendent prior to all planting and harvesting of crops. All crops shall be harvested and removed from the field by **November 1st** unless otherwise agreed to in writing by both parties or unless the Agency determines that adverse weather prohibits harvesting by **November 1st**. **No fall plowing will be permitted without the Site Superintendent's written approval.**

1.3.6. Maintenance fertilizer is required per soil tests on all crop fields **annually** by the Vendor. Maintenance levels for each crop are to be maintained and determined using Illinois Agronomy Handbook, Chapter 8, (http://extension.cropsci.illinois.edu/handbook/) (Attachment GG).

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Lessee shall provide all necessary labor, machinery, tools, seed, fertilizer, equipment and insurance to do all of the work necessary for a farming operation in accordance with the requirements and within the time limits prescribed herein. Lessee shall provide an equipment list (Attachment FF) that includes all equipment that will be required for the successful performance of this lease.

1.4.2. Lessee agrees to personally farm the lands described above and specified in the attachments. Neither subleasing nor the transfer of any Lease rights shall be allowed without prior approval by the Agency and must be in writing, signed by both parties.

1.4.3. Lessee shall not subject, permit, encourage or invite other persons to use any part of the premises.

1.4.4. Lessee further declares that the only persons or parties interested in this Lease as principals are those named herein and that the Lease is made without collusion with any other person, firm or corporation.

1.4.5. Assignment, subcontracting or transfer of all or part of the interests of Lessee in the work covered by this lease is prohibited.

1.4.6. Lessee shall pay any retail taxes on any goods or services purchased for the Site.

1.4.7. Lessee shall be responsible for controlling all weeds and pests as determined and approved by the District Wildlife Biologist (DWB) per the cropping plan (Attachment BB). Lessee shall receive prior approval from the Agency before using any insecticides, herbicides or fungicides and further agrees to comply with all Federal, State and Local laws which regulate the use and application of such products.

1.4.8. Lessee shall abide by all Federal, State, county, local laws as well as all Natural Resources rules, regulations and Administrative Orders.

1.4.9. Lessee shall not enter into any construction or remodeling projects of any kind on the premises without receiving prior written permission from the Agency.

1.4.10. This lease shall not be used as basis for a Lessee deer or turkey hunting permit.

1.4.11. The Agency may open the premises to public hunting.

1.4.12. Lessee shall not disturb any of the natural habitat, aquatic life or wildlife on the premises or any of the Agency's areas adjacent to the premises without prior written permission from the Agency. (20 ILCS 835/6).

1.4.13. The Agency reserves the right to inspect and investigate Lessee's facilities, equipment and personnel.

1.4.14. The Agency shall sign for approval for crop insurance at Lessee's request.

1.4.15. If the Agency causes loss or damage to Lessee's crop, the Agency will adjust the lease payment, based on documented evidence, as estimated by formula, by the Agency at fair market value. IDNR shall utilize current and historical data found on the University of Illinois', Farmdoc website at (http://www.farmdoc.illinois.edu/Manage/) to assist in the calculation of values.

1.4.16. The Agency and the Lessee mutually acknowledge that various standard provisions of this Lease may or may not be pertinent to the actual lease purpose, and that each such provision shall be

interpreted as it reasonably pertains to this specific agreement and to the subject premises involved.

1.4.17. Lessee will not perform any fall tillage (Moldboard, disking or chisel) unless specifically requested by the Site Superintendent. Lessee may perform spring tillage after March 1, unless prior consent is given by IDNR, in writing, to begin on an earlier date.

1.4.18. Lessee shall be allowed to utilize paraplows (fall or spring) or subsoilers (spring) if there are any compaction problems on any of the crop fields. Tillage equipment must be pre-approved and in writing by the Agricultural Farm Lease Manager.

1.4.19. IDNR encourages Integrated Pest Management (IPM) and Best Management Practices (BMP) to ensure good environmental stewardship.

1.4.20. Lessee shall obtain approvals from IDNR for submission to the Farm Service Agency (FSA) regarding crop acreage certification. Lessee will comply with the Natural Resource Conservation Service (NRCS) regarding all Soil Conservation Activity Plans. Illinois Soil Conservation Activity plans can be found at the following web address: http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/survey/office/ssr8/?cid=nrcs142p2_000483 .

1.4.21. Lessee shall receive a written approval from IDNR prior to any mowing and chemical applications on grass cover areas in and around all crop fields. Lessee agrees to comply with all Federal, State and Local laws which regulate the use and application of herbicides, insecticides and pesticides.

1.4.22. Lessee agrees to document all chemical and fertilizer applications using the attached log forms (Attachment EE). Log Forms shall be submitted to the IDNR park/site office identified in Section 1.1 upon annual lease settlement, which occurs on December 15.

1.4.23. Lessee shall perform required soil testing in the spring of the first lease year and again in the spring of the last lease year, solely at the Lessee's expense. Lessee may perform additional soil testing at other times during the term of the farm lease, again, solely at the Lessee's expense. Copies of all soil testing shall be sent to the DNR park/site office identified in Section 1.1.

1.4.24. Lessee is responsible for the property tax assessment for each crop year. Lessee will be invoiced by the County Tax Collector.

1.4.25. IDNR must approve and sign off on any participation in any USDA Farm programs. This includes, but is not limited to: disaster relief, Production Flexibility Contract (PFC), etc.

1.4.26. Lessee shall not store any items on state property (equipment, seed, fertilizer, harvested crops, chemicals, etc.).

1.5. SUBCONTRACTING

Subcontractors are not allowed.

1.6. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Lessee performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Lessee.

Lessee shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Lessee received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Lessee shifts any such work outside the United States.

- Location where services will be performed: St. Clair County, Township 3 South, Range 7 West, Section 33, Randolph County, Township 4 South, Range 7 West, Sections 4 and 9. 3rd P.M.

  Value of services performed at this location: 100 % of Contract Value

Site:	Kaskaskia River State Fish and Wildlife Area
Site Address:	10981 Conservation Road, Baldwin, IL 62217
Site Phone:	618-785-2555

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Lessee shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: $_____ per acre/ per year based on the following acreage:

151.2 Acres in 2017

151.2 Acres in 2018

151.2 Acres in 2019

151.2 Acres in 2020

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.

2.3 ADDITIONAL SERVICES ALLOWED: Additional Services will be allowed as follows: Work performed by the Vendor that the Site Superintendent has requested and of which is not part of this lease shall be deducted from the lease payment in accordance with Attachments BB & CC. Any such services performed shall be in accordance with the University of Illinois established rates located at http://www.farmdoc.illinois.edu/manage/machinery/. **Lessee shall receive prior Agency approval for acceptable service projects which may exceed an accumulative total of 10% of the annual lease value or $10,000.**

2.4 Taxes: Pricing shall not include any taxes. However, pursuant to Paragraph 1.3.2, Lessee is responsible for payment of all leasehold taxes on the leased lands during the lease term.

2.5 Payment Terms: Lessee agrees to pay one half of the annual Lease payment on or before July 15th and the balance shall be paid in full by December 15th for each crop or rent year.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This lease will begin March 1, 2017 or upon signature of the IDNR Director, whichever occurrence is the latter and shall terminate February 28, 2021.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed four (4) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: This contract may not be renewed.

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

Enrolling State lands in any government program without prior written consent of the Agency shall result in termination of the Lease, forfeiture of any expenditure made by Vendor pursuant to the Lease and forfeiture of any government payments received or due.

Upon termination or at the expiration of the term of this Lease, Vendor agrees to yield possession of the premises to the Agency without further demand or notice, in as good a condition as received, and acceptable to the Agency, ordinary wear and tear excepted.

In the event this agreement is terminated for cause, the Vendor, an agricultural tenant on farm lands belonging to the IDNR, does hereby voluntarily release and relinquish all or any rights, privileges, expectations of payment or any other remunerations or emoluments under the lease for the Federal Conservation Reserve Program ("CRP") or its successor, to the succeeding tenant of the CRP lease, as identified by the Agency. Vendor agrees to execute and deliver any such additional documents as may be reasonably necessary to effectuate this provision upon termination.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE:

Should all or a portion of the premises be needed by the State for any reason other than those prescribed by this agreement, the State may, for its convenience and with 30 days prior written notice to Vendor, terminate this lease. Vendor agrees to surrender and restore the Premises, and remove all personal property there from, prior to the expiration of said notification period. **Vendor hereby agrees to waive the 4-month termination notice requirement of 735 ILCS5/9-206.** When appropriate, the State shall refer lease enforcement matters to the Office of the Illinois Attorney General.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Payment: See Section 1.3.1.

4.1.2 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.3 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.4 Payment:

Send payments to:

Agency:	Illinois Department of Natural Resources
Attn:	Agricultural Farm Lease Manager
Address:	One Natural Resources Way
City, State Zip	Springfield, IL 62702

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.4 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.5 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.6 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.7 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.8 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.9 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted

attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.10 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

Vendor additionally covenants and agrees that if any required policies of liability insurance should lapse, or otherwise are not applicable or effective, Vendor shall be liable for loss, injury, damage or claims to persons or property resulting from or by virtue of Vendor's negligence. (**A proof of liability insurance document is to be submitted within 30 days after lease execution and must be submitted prior to March 1st every year thereafter during the term of this contact.)**

4.11 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.12 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.13 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract. Vendor agrees to pay all leasehold taxes on the leased lands during the lease term. Failure to do so shall subject this Contract to immediate termination. **Vendor shall provide a copy of the paid leasehold tax receipt for each year of the Lease by December 15th of the year in which the taxes were paid.** The obligations of this Paragraph shall survive the expiration or earlier termination of the term of this Lease.

4.14 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.15 APPLICABLE LAW:

4.15.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.15.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.15.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/8. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.15.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.16 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.17 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.18 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.19 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be

interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.20 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.21 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.22 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.23 WARRANTIES FOR SUPPLIES AND SERVICES:

4.23.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.23.2 Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.23.3 Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.24 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.25 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

☐ Agency Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☐ Agency Specific Terms and Conditions

☒ Other (describe)

Attachment AA – Land Map

Attachment BB – Cropping Plans to include Site Specific Information

Attachment CC – Acceptable Services

Attachment DD – Irrevocable Letter of Credit (sample)

Attachment EE – Chemical and Fertilizer Log Forms

Attachment FF – Equipment List

Attachment GG – Agronomy Handbook / Chapter 8 or can be viewed online at http://extension.cropsci.illinois.edu/handbook/

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Lease 2036
Lease 2446
No Lease

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Crop Plan for Lease 2036 in Crop Year 2017

Original Crop Plan

Field Number	Acres	Crop		
CORN			**Total Acres:**	**58.70**
14	7.60	CORN		
2	19.60	CORN		
3	12.60	CORN		
4	8.90	CORN		
5	4.10	CORN		
6	5.90	CORN		
SOYBEANS			**Total Acres:**	**92.50**
1	21.70	SOYBEANS		
10	13.00	SOYBEANS		
11	7.40	SOYBEANS		
12	12.40	SOYBEANS		
13	6.40	SOYBEANS		
7	13.20	SOYBEANS		
8	7.00	SOYBEANS		
9	11.40	SOYBEANS		

Crop Plan for Lease 2036 in Crop Year 2018

Original Crop Plan

Field Number	Acres	Crop		
CORN			**Total Acres:**	**52.90**
1	21.70	CORN		
11	7.40	CORN		
12	12.40	CORN		
9	11.40	CORN		
SOYBEANS			**Total Acres:**	**98.30**
10	13.00	SOYBEANS		
13	6.40	SOYBEANS		
14	7.60	SOYBEANS		
2	19.60	SOYBEANS		
3	12.60	SOYBEANS		
4	8.90	SOYBEANS		
5	4.10	SOYBEANS		
6	5.90	SOYBEANS		
7	13.20	SOYBEANS		
8	7.00	SOYBEANS		

ILLINOIS DEPARTMENT OF NATURAL RESOURCES

Crop Plan for Lease 2036 in Crop Year 2019

Original Crop Plan

Field Number	Acres	Crop		
CORN			**Total Acres:**	**79.50**
11	7.40	CORN		
13	6.40	CORN		
14	7.60	CORN		
2	19.60	CORN		
3	12.60	CORN		
4	8.90	CORN		
5	4.10	CORN		
6	5.90	CORN		
8	7.00	CORN		
SOYBEANS			**Total Acres:**	**71.70**
1	21.70	SOYBEANS		
10	13.00	SOYBEANS		
12	12.40	SOYBEANS		
7	13.20	SOYBEANS		
9	11.40	SOYBEANS		

Crop Plan for Lease 2036 in Crop Year 2020

Original Crop Plan

Field Number	Acres	Crop		
CORN			**Total Acres:**	**79.10**
1	21.70	CORN		
10	13.00	CORN		
11	7.40	CORN		
12	12.40	CORN		
7	13.20	CORN		
9	11.40	CORN		
SOYBEANS			**Total Acres:**	**72.10**
13	6.40	SOYBEANS		
14	7.60	SOYBEANS		
2	19.60	SOYBEANS		
3	12.60	SOYBEANS		
4	8.90	SOYBEANS		
5	4.10	SOYBEANS		
6	5.90	SOYBEANS		
8	7.00	SOYBEANS		

ADDITIONAL INFORMATION: (NO DOUBLE CROPPING) Any changes in this cropping plan must be in writing and pre-approved by District Wildlife Biologist (DWB), Site Superintendent and Agricultural Lease Program Manager. **All cropping plan changes shall require a formal amendment to the lease**.

	2017	2018	2019	2020
Corn	58.7	52.9	79.5	79.1
Soybeans	92.5	98.3	71.7	72.1
Total Leased Acres	151.2	151.2	151.2	151.2

IDNR may require the Lessee under this cropping plan to leave all or a certain portion of the crops in the field standing without being harvested. If Lessee fails to comply with this requirement, IDNR will receive the rent per acre from the Lessee as set forth in Section 2.1.2 for each acre that the Lessee harvested in violation of the cropping plan. **Non-adherence to cropping plan instructions may be cause for termination of the farm lease**.

AGRICULTURAL/WILDLIFE & HABITAT LAND LEASE

Lease Requirements

Site Name **Kaskaskia River S.F.W.A.**
Lease Number **2036**

The list below includes those actions required as part of the lease in addition to lease payments.

Required Action List

Field Number	Action	Crop Year	Acres Applied	Is IDNR providing materials? (Y/N)	IDNR materials to be provided (if applicable)
All Fields	Leave 25% crop standing	2017-2020	151.2	N	N/A

Action Descriptions

Action	Field Number	Description
Leave 25% of crop standing	All Fields	Lessee shall leave 25% of the crop, corn and soybeans, standing.

Attachment CC Acceptable Services

ACCEPTABLE SERVICES IN LIEU OF CASH PAYMENTS

All lease items are to be used by the Lessee on/or for the benefit of the lease site. The following service items (labor) are considered acceptable as the Department's lease payment if provided directly by the Lessee, using equipment listed on the equipment list (Attachment FF) contained within the prospective Lessee's bid packet. The Comprehensive Environmental Review Process (CERP) must be utilized for any management activity that could potentially affect threatened & endangered species-natural areas and nature preserves, wetlands, cultural resources and, other management activity that affects soil disturbance, water flow including quality and air quality. Refer to the Department's CERP manual for applicable exemptions and procedures (will be provided to the awarded Lessee upon request). If the Lessee is requested to perform any of the acceptable services listed below, the Lessee shall be reimbursed in accordance with the University of Illinois established rates located at http://www.farmdoc.illinois.edu/manage/machinery/. **Lessee shall receive prior Agency approval for acceptable service projects which may exceed an accumulative total of 10% of the lease value or $10,000.**

Application of Chemicals - purchased by the site for control of noxious, exotic and invasive weeds, vegetation control, brush and general agricultural purposes. The Lessee shall provide a copy of his current valid state applicators license to Site Manager.

Clearing Projects- renovation of wildlife management lands by removing brush or trees.

Construction and Maintenance - of field access roads for wildlife management purposes.

Installation or Maintenance of Culverts - for field access roads, water management and hunter parking lots. (Lessee must obtain all applicable permits are acquired from State, county or township jurisdictions.)

Fertilizer & Agriculture Lime Application - on food plots, sunflower fields, waterfowl management fields, grass & legume and other wildlife management plantings.

Field Tillage, Preparation & Planting Services - provided for wildlife food, legume and grass plantings.

Labor - for boundary fencing, to install boundary "No Hunting" signs and regulations signs, controlling noxious weeds or brush, for repair and maintenance of water control for wetland management programs(i.e., tubes, gates, emergency pump rental), brush-pile construction, fire and hunter access trails, removal of fences on or along crop fields, tree planting and direct seeding preparation and planting.

Mowing - for specific wildlife management purposes; access, vegetation control, hunting strips and field renovation.

Minor Hazard Removal – removal of stumps, foundations or equipment.

Repair and Maintenance of Drainage Structures - (terraces, waterways, water control structures, trenches, etc.)

Hauling Rock and/or Spreading of Rock - purchased by the Agency.

Timber Stand Improvement (TSI) - TSI labor provided by the Lessee to benefit wildlife management objectives as prescribed in the wildlife management plan (will be provided to awarded Lessee upon request).

Wetland Developments - labor required to construct wetlands and ponds planned and approved through the site's annual plan of work process.

Attachment DD Letter of Irrevocable Credit "Sample"

_____
_____
_____

State of Illinois
Department of Natural Resources
Office of Realty & Environmental Planning/Concession & Leasing
One Natural Resources Way
Springfield, IL 62702

RE: Irrevocable Letter of Credit
Number: _____
Date: _____
Expiration Date: _____

Gentlemen:

We hereby establish in your favor our Irrevocable Letter of Credit No. _____for the following specific payment:

1. The sum of __________ cash rent.

2. Up to the sum of _____ for Real Estate Taxes, penalties and interest.

We hereby authorize you to draw on us for the account of _____up to an amount of _____ with an expiration date of December 31, 2017, for the 2017 CASH RENT and an estimated amount of_____ with an expiration date of December 15, 2018 for the 2017 REAL ESTATE TAXES due and payable in 2018.

Available by your draft(s) at sight accompanied by the following documents:

1. Your signed statement certifying "The amount drawn represents sums owed by_____

2. Draft(s) drawn under this credit must be marked:
   Drawn under the Bank Letter of Credit No. _____dated_____ , 201_.

We hereby agree with you that all draft(s) drawn under and in compliance with the terms of this credit will be duly honored on delivery of documents as specified if presented at this office on or before December 31, 2017, for the 2017 CASH RENT and payments on or before December 15, 2018 for the 2017 REAL ESTATE TAXES due and payable in 2018.

Sincerely,

Agricultural Chemical Application Report

Date of Application	Product Trade Name	Application Rate	Crop Treated	Location where product was used/Field Number	Name and Address of applicator and (if applicable) supervisor

Agricultural Fertilizer Application Report

Soil Test Results	Date of Application	Field Number where applied	Application Rate Per Acre	Fertilizer/Lime Applied

Equipment List

YEAR	MAKE	MODEL	QUANTITY

The Agronomy Handbook is attached as a separate PDF document labeled “Attachment GG” and can also be accessed at the following web address: http://extension.cropsci.illinois.edu/handbook/