

# STATE OF ILLINOIS CONTRACT

Illinois Department of Natural Resources

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The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. 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 Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor'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 IPG Active Registered Vendor Disclosure)
- No

**1. DESCRIPTION OF SUPPLIES AND SERVICES**

**2. PRICING**

**3. TERM AND TERMINATION**

**4. STANDARD BUSINESS TERMS AND CONDITIONS**

**5. STATE SUPPLEMENTAL PROVISIONS**

**Attachment A – Land Map**

**Attachment B – Cropping Plan**

**Attachment C – Acceptable Services**

**Attachment D – Irrevocable Letter of Credit “Sample”**

**Attachment E – Chemical Application Forms**

**Attachment F – Agriculture Seed Application Report**

**Attachment G – Equipment List**

**Attachment H – Agronomy Handbook / Chapter 8 or can be viewed online at**

<http://extension.cropsci.illinois.edu/handbook/>

**Attachment I – Soil Testing Maps**

**Attachment J – RCPP Grant Information**

**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

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## VENDOR

Vendor Name: <a href="#">Click here to enter text.</a>	Address (City/State/Zip): <a href="#">Click here to enter text.</a>
<b>Signature:</b>	Phone: <a href="#">Click here to enter text.</a>
Printed Name: <a href="#">Click here to enter text.</a>	Fax: <a href="#">Click here to enter text.</a>
Title: <a href="#">Click here to enter text.</a>	Email: <a href="#">Click here to enter text.</a>
Date:	

## STATE OF ILLINOIS

Procuring Agency: Illinois Department of Natural Resources	Phone: 217-785-8773 ( <a href="mailto:Mike.Chandler@illinois.gov">Mike.Chandler@illinois.gov</a> )
Street Address: One Natural Resources Way	Fax: 217-785-8565
City, State ZIP: Springfield, IL 62702	
<b>Official Signature:</b>	Date:
Printed Name: Natalie Finnie	
Official's Title: Director	
<b>Legal Signature:</b>	Date:
Legal Printed Name: Renee Snow	
Legal's Title: General Counsel	
<b>Fiscal Signature:</b>	Date:
Fiscal's Printed Name: Ellen King	
Fiscal's Title: Chief Fiscal Officer	

**AGENCY USE ONLY**

**NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #:
- Project Title:
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #:
- BidBuy / Bulletin Publication Date:
- Award Code: A
- Subcontractor Utilization?  Yes  No      Subcontractor Disclosure?  Yes  No
- Funding Source: N/A
- Obligation #: N/A
- Small Business Set-Aside?  Yes  No      Percentage:
- Minority Owned Business?  Yes  No      Percentage:
- Women Owned Business?  Yes  No      Percentage:
- Persons with Disabilities Owned Business?  Yes  No      Percentage:
- Veteran Owned Small Business?  Yes  No      Percentage:
- Other Preferences?

## 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 land at\_\_\_\_\_. Refer to Attachments A and B for detailed locations and acreage information.

1.2. **SUPPLIES AND/OR SERVICES REQUIRED:** It is the Illinois Department of Natural Resources (IDNR) policy is to use agricultural leases as a tool to support wildlife populations and recreational opportunities at sites owned or managed by IDNR. The leases developed under this program will promote ecologically sound agricultural practices to improve soil health, minimize soil erosion, improve water quality, and reduce chemical impacts to benefit wildlife populations and their habitats. IDNR recognizes its responsibility to be a leader in conservation agriculture and strives to develop an agricultural lease program to be used as models for producers throughout the state. Income generated from agricultural leases supports enhancement or establishment of wildlife habitat and recreational opportunities. See Attachment B 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 1<sup>st</sup> 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 D) to guarantee payment of the lease. **The irrevocable letter of credit must be submitted to the Farm Lease Manager 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 15<sup>th</sup>** and the balance shall be paid in full by **December 15<sup>th</sup>** for each crop or lease year. Full payment for carryover wheat planted in Year 4 of the Lease shall be due **July 15, 2028**. The payment amount shall be the per acre rate per year as set in Section 2.1.2 for the number of acres of carryover wheat planted. Payment may be any combination of the following methods:

1. Additional services to the Site as outlined in Attachment C.
  2. 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 D) to guarantee payment of the property taxes. **The irrevocable letter of credit must be submitted to the Farm Lease Manager 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 to the Farm Lease Manager within 30 days after contract execution and must be submitted on or prior to the insurance renewal date every year thereafter during the term of this Lease. See section 4.11 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.

**1.4. 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 G) 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 except for planting and/or termination of cover crops and bailing of wheat stubble, legume or grass hay.
- 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) or Site Superintendent per the cropping plan (Attachment B). Lessee shall receive prior approval from the Agency before using any insecticides, herbicides or fungicides and further agrees to follow all label instructions and 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 IDNR 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. Strip tillage for fall fertilizer application is allowed, however, no nitrogen may be applied in the fall (except when planting wheat). All tillage must be consistent with the USDA Conservation Plan Standards.
- 1.4.18 Lessee may perform spring tillage after March 1, unless prior consent is given by IDNR, in writing, to begin on an earlier date.
- 1.4.19 Lessee shall be allowed to utilize vertical tillage, for example para plow (fall or spring) if there are any compaction problems on any of the crop fields. Vertical tillage must be consistent with USDA Conservation Plan Standards and must be pre-approved and in writing by the Agricultural Farm Lease Manager.
- 1.4.20 IDNR encourages Integrated Pest Management (IPM) and Best Management Practices (BMP) to ensure good environmental stewardship.
- 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 use of the land that is the subject of this lease as further explained below. Copies of all relevant records are to be submitted to the

IDNR park/site office identified in Section 1.1 on or before December 15<sup>th</sup> during annual lease settlement. **Failure to submit these records as required is a breach of contract and could result in termination of the lease at the discretion of the Department.**

1.4.22.1 All chemical and fertilizer application shall be documented using the attached Log Forms (Attachment E). 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<sup>th</sup>. Copies of receipts for chemicals and fertilizer used at the site shall be provided as an attachment to these logs.

1.4.22.2 All seed used at the site shall be documented on the attached Log Forms (Attachment F). 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<sup>th</sup>. Copies of seed tags or receipts for seeds used at the site shall be provided as an attachment to these Logs.

1.4.23 Lessee shall not use any neonicotinoid or neonicotinoid-treated soybean seed on this property. **Use of neonicotinoid products in any form on soybean seed is grounds for immediate termination of the lease at the sole discretion of the Department.**

1.4.24 Lessee shall use fluency agents (seed lubricants) designed to reduce the amount of pesticide dust released during planting

1.4.25 Lessee shall not use any Dicamba on this property. **Use of Dicamba in any form is grounds for immediate termination of the lease at the sole discretion of the Department.**

1.4.26 The IDNR seeks to improve and maintain soil fertility at all leased properties. The Lessee will be responsible to meet, maintain or affect improvements towards the IDNR Ag Lease – Min Soil Test Levels for Ag Fields (Attachment H).

The Department may, at its election, contract for improvement of the soil fertility at the expense of the Lessee for a period of up to twelve months after the expiration of the term of this lease.

1.4.26.1. IDNR will perform required soil testing in the fall of the last lease year except on hay acreage. Copies of current soil test results taken in the fall of the prior year's lease will be sent to the Lessee and IDNR park/site office identified in Section 1.1.



1.4.26.2. Lessee is required to perform soil testing in the fall of the second lease year, solely at the Lessee's expense. The IDNR has provided soil testing maps (Attachment I). The IDNR can also provide GPS coordinates on request. Results of these tests are to be provided to the IDNR on or before December 15<sup>th</sup> of that same year, at the IDNR park/site office identified in Section 1.1.

1.4.26.3 Lessee is encouraged to perform additional soil testing at other times during the term of the farm lease, solely at the Lessee's expense. Results of these tests are to be provided to the IDNR on or before December 15<sup>th</sup> of that same year, at the IDNR park/site office identified in Section 1.1.

1.4.27 IDNR must approve and sign off on any participation in any USDA programs.

This includes, but is not limited to crop acreage certification Conservation Reserve Program, Conservation Stewardship Program, disaster relief, Production Flexibility Contract (PFC), etc.

Lessee will comply with the Natural Resource Conservation Service (NRCS) regarding all Soil Conservation Activity Plans. Illinois Soil Conservation Activity plans can be found by contacting your county NRCS office for guidance.

1.4.28 Lessee shall not store any items on state property (equipment, seed, fertilizer, harvested crops, chemicals, etc.) unless having written permission by site superintendent.

1.4.29 IDNR is working to improve soil health on IDNR properties. Designated Leases, if stated in Attachment B, will be required to plant 50% of leased acres to a cover crop. These designated leases may be eligible to receive cost share from USDA NRCS Regional Conservation Partnership Program (RCPP) grant (see Attachment J: RCPP Grant Information). Cover crop activities are also acceptable service to be used as work off items.

1.4.30 Additional use of cover crops is encouraged and allowed and must receive prior approval from the Site Superintendent and District Wildlife Biologist prior to planting.

1.4.31 Lessee shall notify the Site Superintendent prior to any fieldwork, planting, tillage, fertilizer application, etc.

1.4.32 Tenant is liable for any loss or damage to IDNR property caused by the Tenant or its invitees, agents or guests. If possible, Tenant may elect to repair any loss or

damage with prior written approval from IDNR. If Tenant cannot repair said loss or damages or fails to repair said damages to in a timely manner, as determined by IDNR, IDNR may enter onto the Premises and cause said loss or damages to be repaired at the Tenant's sole cost.

1.4.32.1 If any damage is cause by Tenant or its invitees, agents, or guests, the tenant will be responsible to pay for all cost associated with tissue sampling and testing. If more than one occurrence is documented the contract will be terminated.

1.4.33 All hay or straw bales must be removed from the site by December 31 of the year the field was baled. No bales can be left on site between January 1<sup>st</sup> and May 1st, or the designated haying dates indicated on the attached Lease Requirements. Any bales left on site between the designated dates will become property of the state, if they have to be removed it will be at the tenant's expense.

#### **1.5. SUBCONTRACTING**

Subcontractors are not allowed.

#### **1.6. SUCCESSOR VENDOR**

Yes  No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and
- (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

**1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor 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 Vendor.

Vendor 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 Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed:

Site:

Site Address:

Site Phone:

## 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:

\_\_\_ Acres in 2024

\_\_\_ Acres in 2025

\_\_\_ Acres in 2026

\_\_\_ Acres in 2027

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price 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 B & C. 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 from the Chief of Parks or designee for acceptable service projects. Approval must be received in writing. Email is an acceptable form of approval.**

**Acceptable Service Projects requiring approval include:**

2.3.1 **Projects exceeding 10% of the contract value for contracts under \$100,000 annually.**

2.3.2 **Projects exceeding \$10,000 on contracts over \$100,000 annually.**

**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 on half of the annual Lease payment on or before July 15<sup>th</sup> and the balance shall be paid by **December 15<sup>th</sup>** for each crop or rent year.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** This lease will begin March 1, 2024, or upon signature of the IDNR Director, whichever occurrence is the latter and shall terminate February 28, 2028.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

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 farmlands 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:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

- 3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

## 4. STANDARD BUSINESS TERMS AND CONDITIONS

### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 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.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://labor.illinois.gov>) to ensure understanding of prevailing wage requirements.
- 4.1.5 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.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that 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.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois Department of Natural Resources
Attn:	Agriculture Farm Lease Manager – Mike Chandler, 2 <sup>nd</sup> floor
Address:	One Natural Resources Way
City, State, Zip	Springfield, IL 62702

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 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 SUBCONTRACTING:** For purposes of this section, subcontractors are those with contracts with an annual value exceeding \$100,000 and who are specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.
- 4.4 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.

- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

**4.9 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.

**4.10 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. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

**4.11 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.

**4.12 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.

**4.13 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.

**4.14 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.

**4.15 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 subcontractor's 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.

**4.16 APPLICABLE LAW:**

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

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

**4.16.3 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 505/1. 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.

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

- 4.17 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.
- 4.18 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.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 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.
- 4.21 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.
- 4.22 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.

**4.23 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.

**4.24 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.

**4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**

4.25.1. 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.

4.25.2. 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.

4.25.3. 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.

- 4.26 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.
- 4.27 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 A – Land Map

Attachment B – Cropping Plan to Include Site Specific Information

Attachment C – Acceptable Services

Attachment D – Irrevocable Letter of Credit “Sample”

Attachment E – Chemical and Fertilizer Application Report

Attachment F – Agriculture Seed Application Report

Attachment G – Equipment List

Attachment H - Agronomy Handbook

Attachment I – Soil Testing Maps

Attachment J – RCPP Grant Information