INFORMATION FOR BIDS

**LOCATION:** Vermilion Regional Airport, Danville, Illinois. Sealed bids will be received at the Vermilion Regional Airport no later than December 17, 2022 at 4:00 p.m. central time.

# PROPERTY TO BE LEASED:

1. Location and description: there are parcels of land on or about the Vermilion Regional Airport consisting of 380.10 acres more or less, as reported by the USDA. The parcels have been farmed for cash rent for several years and in those years, changes have been made to the topography that may or may not have affected tillable acreage.
2. Description approximate: The acres to be farmed are described in the attached documents provided by the USDA for the properties proposed for lease, and are believed to be correct, but any error or omission in the description of the properties or on the maps shall not constitute any grounds for a reason for non­performance of the provisions and condition of the lease or claim by the lessee for any refund or deduction from the rental. Changes that may occur in the future topography of the airport property for the purpose of farming may result in an increase or decrease of the number of tillable acres.
3. **PURPOSE OF LEASING:** the properties will be leased to cultivate agricultural crops.

# TERMS AND CONDITIONS OF THE LEASE:

1. Formal lease: the successful bidder will be required to enter into a written Farm Lease for cash rent. A copy of the Farm Lease is included in the bid packet for review.
2. Term of the lease: The lease will begin February 1, 2023 and continue for three (3) years to January 31, 2026.
3. Payment of rental: The lease will provide for the payment of cash rental to the Vermilion Regional Airport Authority on a semi-annual basis. The semi-annual payments will be made on April 1st and November 1st of each year during the term of the lease. A deposit is also required as described in paragraph (G) below.
4. Warranty: The property described herein will be leased subject to the provisions and conditions of the invitation for bids and the lease form. The property is now subject to inspection by perspective bidders. Bidders are expected to inspect the property and form their own conclusions as to its suitability for their purposes. The failure of any bidder to make. such inspection will not constitute grounds for any claim for adjustment or for the withdrawal of his bid after the time of the opening bids. It is to be understood and agreed that there is no warranty of any character other than that expressly stated in the invitation for bids.
5. Inspection of property: inspection of the parcels of land offered for lease are encouraged. To make arrangements please contact the airport manager or the office manager of Vermilion Regional Airport from 9:00 a.m. to 3:00 p.m. Monday through Friday, 217-442-4624.
6. Deposit required: No bid will be considered unless it is accompanied by a deposit in an amount equal to twenty percent (20%) of the annual cash rental offered by the bidder. Such deposit must be in the form of a money order, certified check or cashier's check payable to the Vermilion Regional Airport Authority. No cash will be accepted.

The deposit of the successful bidder will be retained by the Vermilion Regional Airport and applied against the payment of the amount due on the first semi-annual rental payment of April 1, 2022. Deposits of unsuccessful bidders will be promptly returned without interest after rejection.

1. Acceptance of bids: Acceptance of the successful bid will be determined at the Board meeting on December 20, 2022 at 4:00 p.m. central time. Acceptance of the bid will be deemed sufficient by giving written notice by first class mail or notifying the successful bidder personally.
2. Rejection of bids: The right is reserved by Vermilion Regional Airport Authority to reject any and all bids for any reason and to waive any informality in bids received and to accept or reject any items of any bids.
3. Award of lease: The lease is intended to be awarded to the highest bidder complying with the conditions of this document.
4. Default: Within thirty (30) days after notification to the successful bidder by the Vermilion Regional Airport Authority that the bid has been accepted, the successful bidder will execute and deliver the written Farm Lease to the Vermilion Regional Airport Authority. If the executed Farm Lease is not received by the Vermilion Regional Airport Authority within the 30-day period, the Vermilion Regional Airport Authority in its sole discretion may declare the bidder in default. The twenty percent (20%) bid deposit will be retained as liquidated damages and should the Vermilion Regional Airport Authority be unsuccessful in awarding the lease to the next highest or desired bidder, the balance of the first year's rental shall be collected from the bidder in default.
5. Warranty against contingent fees: The lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breech or violation of this warranty, the Vermilion Regional Airport Authority shall have the right to annul this lease without liability or, at its discretion, to require the lessee to pay, in addition to the lease rental or consideration the full amount of such commission, percentage, brokerage or contingent fee.

## INSTRUCTIONS TO BIDDERS:

1. Bids subject to these terms: Bids should be based on performance of all the services that would be required in a cash rent lease. In preparation of this bid where such services are to be performed, consider the cost of labor, materials, supplies and equipment needed to provide these services. The Vermilion Regional Airport Authority considers timely performance of all services to be as essential as timely payment of cash rent. Failure to perform such services when specified will result in revocation of the lease and collection of the consideration flowing to the Vermilion Regional Airport Authority for the value of these services. Bids must be submitted for the entire tracks of land and may not be broken up into separate bids.
2. Bid form: Bids must be submitted on the bid form attached hereto.
3. Execution of bids: Each bid shall contain the full name and address of the bidder or bidders and be signed with his/her usual signature. A bid executed by any attorney or

agent on behalf of the bidder shall be accompanied with an authentic copy of his Power of Attorney or other evidence of his authority to act on behalf of the bidder. A bid by a corporation shall be signed by an officer of the corporation whose signature is attested by the corporate secretary. The Vermilion Regional Airport Authority may require additional proof of the authority of the bidder to execute the bid.

1. Submission of bids: It will be the duty of each bidder to see that his bid is delivered by the time and at the place prescribed in the Information. Any changes in the bid or withdrawals of a bid made by a bidder must be made in writing prior to the opening of bids.
2. Errors in bids: Any errors in the bid shall be binding upon the bidder and confer no rights to withdraw the bid after it has been opened.
3. Opening of bids: At the opening of the bids, their contents will be made public. Any bidder may be present either in person or by a representative.
4. Marking and sealing bids: Each bid must be enclosed in a sealed envelope addressed as follows:

Sealed Bid

Vermilion Regional Airport Authority

22633 N. Bowman Avenue

Danville, IL 61834

**FREEDOM OF INFORMATION:** The information contained in the bid sheet and any farm lease is subject to Illinois Freedom of Information Act and may be available to the public on request.