

The Morton Arboretum
Invitation to Bid for Tree Production and Delivery

The Morton Arboretum (alternatively, the “Arboretum” or the “Purchaser”) will accept sealed bids for Tree Production and Delivery in accordance with the general terms of the invitation for bid attached hereto as Appendix A and the specifications described in Appendix B (the “Scope”). Specifications and all bid documents as set forth herein are also available online at The Morton Arboretum’s Chicago Region Trees Initiative website at <https://mortonarb.org/plant-and-protect/chicago-region-trees-initiative/crti-contract-grower-program/>.

The final deadline for these grants is July 31st, 2026, but applications are accepted on a rolling basis. It is strongly recommended to apply as early as possible as bids are reviewed as they are received. Bids must be received from a “Bidder” by Kate Perryman (via email to kperryman@mortonarb.org) on or before 5:00 p.m. on July 31st, 2026, and any bids received immediately after such time shall not be considered. All bids received by the deadline will be opened and reviewed privately by the Arboretum.

Following bid opening and review by the Arboretum, pending contract awards, as determined by the Arboretum, will be posted on The Morton Arboretum’s Chicago Region Trees Initiative website at <https://mortonarb.org/plant-and-protect/chicago-region-trees-initiative/crti-contract-grower-program/>.

All prices quoted in the bid proposal shall be valid for a minimum of 60 days from the date of the bid opening in order to allow the Arboretum and the selected bidder time to execute a contract evidencing the terms and conditions of the selected bid subject to the terms herein (the “Contract”).

Bidders are advised to note the following requirements of the Contract:

1. 100% Performance Bond and Labor and Material Payment Bond; and
2. Insurance Certificate and Endorsement.

The initial term of the Contract shall be in full force to and including from the date of execution to late spring of 2028, when the contract shall be completed, subject, however, to the right of the Arboretum to cancel and terminate the same at any time by giving thirty (30) days’ notice in writing to the Bidder. In the event of such cancellation, the Bidder shall be entitled to receive payment for services and work performed, and materials, supplies, and equipment furnished under the terms of the Contract prior to the effective date of such cancellation, but will not be entitled to receive any damages on account of such or any further payment whatsoever. Upon normal expiration of the Contract, the Bidder shall continue, at the sole option of the Arboretum, to provide service on a month by month basis, under the same terms and conditions, for the period not to exceed eight (8) months.

Due to budget restrictions, the Arboretum reserves the right to add or delete from the Contract as required. No adjustments in contract unit prices or additional compensation will be made for decreases or increases in the quantities or services from the Contract.

The Arboretum reserves the right to reject any and all bids or to waive any technical deficiencies, discrepancies, or lack of required information in the bids. The Arboretum does not discriminate in admission, access to, treatment, or employment in its programs or activities.

All detailed questions concerning the actual bid specification are to be forwarded in writing via email no less than five (5) business days prior to the scheduled bid opening date as set forth above and shall be directed to:

Kate Perryman at kperryman@mortonarb.org

General questions regarding this Legal Notice shall be directed to:

Kate Perryman at kperryman@mortonarb.org

The bid process set forth herein and any agreed upon Contract are subject to the Equal Employment Opportunity Clause set forth Schedule 1 attached hereto, the General Supplemental Additional Conditions set forth in Schedule 2, the Construction Supplemental Additional Conditions set forth in Schedule 3, the Contract Provisions for Non-Federal Entity Contracts Under Federal Awards in Schedule 4, and the Federal Whistleblower Notice in Schedule 5.

Appendix A

THE MORTON ARBORETUM INVITATION FOR BID CONTRACT FOR TREE GROWING AND SUPPLY

Intent: The intent of this Invitation for Bid is to enable the Arboretum to establish a relationship with a Bidder to provide Tree Growing and Supply as specified in this bid document. This Invitation for Bid is open to all Bidders actively engaged in growing and supplying trees as specified herein. The Bidders will be required to demonstrate their capability through references or by means acceptable to the Arboretum. The Bidder must have the ability to supply needed quantities. Bids should be submitted in accordance with the Bid Sheet form attached hereto.

Scope of Work: It is the intent of the Arboretum to establish a relationship with one to five (1 to 5) nurseries/firms for the growing and supply of quality trees for the Arboretum in accordance with the Scope. Bidders are requested to bid on each species as listed in the Scope with a minimum of 400 trees per nursery.

Receipt of trees will take place from spring to fall, depending on the recommended arboricultural practices. The Arboretum will review the species list with the Bidder to identify which species and when they should be provided.

Bid Evaluation/Award: It is the intention of the Arboretum to take delivery of all trees, awarded through this contract, two years after the start of the contract. Bids will be evaluated by using estimated quantities multiplied by the unit costs. Contract award shall be made based on the Total Extended Cost as listed on the Detail Cost Sheet. The amount will be paid to the Bidder in installments according to the payment schedule in the final contract, equaling the Total Extended Cost of the awarded contract or the approved fiscal year budget; and on the basis of the ability, in the estimation of the Arboretum, the Bidder is capable of meeting the Arboretum's specified schedule. During the term of the Contract, the Arboretum reserves the right to purchase any additional trees listed on the Detail Cost Sheet at the unit price bid.

Certification and Inspection: All Bidders and products supplied by the Bidders shall be certified by the Illinois Department of Agriculture. All nurseries that supply trees shall have been inspected by the Bureau of Plant and Avian Protection under provisions of the Illinois Insect Pest and Plant Disease Act, Section 16 et. Seq. of Chapter 5, Illinois Revised Statutes.

Subcontractors to Bidder: Bidders responding to this Invitation for Bid shall provide information on the form provided with the Bid Sheet regarding the firm that will perform each portion of the work by indicating the Bidder's name, address, phone, email address, and contact person. If the Bidder elects to use a subcontractor, the name of the firm, address, phone, email address, and contact person shall be provided for each and every subcontractor. The subcontractor(s) shall be bound by the conditions of the

contract between the Purchaser and the Bidder and shall perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services will be directed to the Bidder. All directions given to the subcontractor on the work site shall bind the Bidder as if the notice had been given directly to the Bidder. Failure to list any subcontractors may result in disqualification of the bid.

References: Bid submittals shall include at least three (3) references for services comparable to this specification. References shall include the company name, contact name, mailing address, phone, and email address. Bidders are advised that references may be contacted by the Purchaser during the review of the bid submittals.

Exceptions: Any exceptions to the Scope must be listed on the Detail Exceptions Sheet.

Without limiting the terms of anything else set forth herein, the Contract to be entered into by the parties shall provide for the following:

1. Safety: The Bidder shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Bidder shall abide by all EPA and OSHA standards and regulations. The Arboretum is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety. Any practice obviously hazardous deemed by the Arboretum shall be immediately discontinued by the Bidder upon their receipt of instructions from the Arboretum to discontinue such practice. At all times, during the life of this contract, the Bidder shall observe and abide by all Federal, States, and local laws which in any way affect the conduct of the work and with all decrees and orders of courts of competent jurisdiction.
2. Basis for Payment: This work shall be paid for at the contract unit cost per species of tree provided, at the unit cost bid on the Detailed Cost Sheet for each species of tree, whose price shall include all labor, equipment, and materials necessary. This work shall also include all costs related to delivery of trees to between ten (10) to twenty (20) locations. Payment on any given invoice may be withheld by the Purchaser for work not completed according to prescribed specifications. In this event, the Bidder must correct deficiencies at their own expense before any further payments will be made.
3. Bidder's Representative: The Bidder shall provide qualified supervision of each crew at all sites while working under this contract. Each supervisor must be able to converse in the English language. Each supervisor shall be authorized by the Bidder to accept and act upon all directives issued by the Purchaser. Failure of the supervisor to act on said directives shall be sufficient cause to give notice that the Bidder is in default of the contract unless such directives would create potential personal injury or safety hazards.

4. Delivery: All materials shipped to the Purchaser must be shipped F.O.B. and delivered to designated location(s) identified by the Purchaser. If delivery is made by truck, arrangements must be made in advance by the Bidder in order that the Purchaser may arrange for receipt of the materials. The materials must then be delivered where directed and at time specified. All trees shall be delivered with a moist, intact root ball, and protected from wind damage at all times. Trees damaged in delivery will be rejected and replacements will be required from the Bidder.
5. Indemnification: The Bidder hereby agrees to protect, defend, indemnify, and save harmless the Purchaser against loss, damage, or expense from any suit, claim, demand, judgment, cause of action, or shortage initiative by any person whatsoever, arising or alleged to have arisen out of work described herein. Except that in no instance shall the Bidder be held responsible for any liability, claim, demand, or cause of action attributable solely to the negligence of the Purchaser.

The Bid is subject to the following conditions:

1. Electronic Bid Documents: This step is necessary to establish a communication link between the Purchaser and the Bidder so that any addenda or other relevant information may be transmitted properly. The Bidder, not the Purchaser, is responsible for obtaining any addenda to the original specification. Addenda and other relevant information will be posted on The Morton Arboretum's Chicago Region Trees Initiative website at <https://mortonarb.org/plant-and-protect/chicago-region-trees-initiative/crti-contract-grower-program/>.
2. Submittal of Bid: Bids must be submitted to the attention of Kate Perryman at kperryman@mortonarb.org, no later than July 31st, 2026 but applications are accepted on a rolling basis any time up to that date. It is strongly recommended to apply as early as possible as bids are reviewed as they are received. Only electronic bids will be accepted. Bidders shall place in the "Subject" line of the email that includes: "Bid for Contract Growing".
3. Withdrawal of Bid: Bidders may withdraw or cancel their bid, via email, at any time prior to the advertised bid opening time and must email this request to Kate Perryman at kperryman@mortonarb.org.
4. Bidder's Qualifications: No award will be made to any Bidder who cannot satisfy the Purchaser that they have sufficient ability and experience in this class of work, as well as sufficient capital and equipment to do the job and complete the work successfully. The Purchaser's decision or judgment on these matters shall be final, conclusive, and binding. The Purchaser may make such investigations as it deems necessary. The Bidder shall furnish to the Purchaser, under oath if so required, all information and data the Purchaser may request for the purpose of investigation.

5. Preparation of Bid: The Bidder's submittal shall include the completed *Bid Sheet* found in the Contract Documents. The Purchaser will strictly hold the Bidder to the terms of the bid. The bid must be executed by a person having the legal right and authority to bind the Bidder.
6. Compliance with Laws: The Bidder shall at all times observe and conform to all laws, ordinances, and regulations of the Federal, State, and local governments, which may in any manner affect the preparation of the bids or the performance of the contract.
7. Alternate to Bids: Any reference in these specifications to manufacturer's name, trade name, or catalog number (unless otherwise specified) is intended as a standard only. The Purchaser's written decision of approval or disapproval of a proposed substitution shall be final. Alternative bids will be considered only if received at the time stated for receipt of the bids. Submit alternate bids as required for all bids only clearly labeled Alternate Bid. Bidders are cautioned that, if an alternative bid(s) involves an increase in the *Bid Sum*, the *Bid Deposit*, if required, shall be ample or be increased to cover the alternate *Bid Sum* or the entire bid may be rejected.
8. Form of Contract: The form of contract between the Purchaser and the successful Bidder will be a purchase order referencing the bid specification and the bid submitted by the successful Bidder.
9. Bid Review: The Purchaser reserves the right to reject any or all bids and/or to waive any irregularities or disregard any informality in the bids and bidding when, in its opinion, the best interest of the Purchaser will be served by such action. Furthermore, the Purchaser reserves the right to award each item to a different Bidder, or all items to a single Bidder unless otherwise noted on the *Bid Sheet*. The Purchaser may determine as follows:
 1. An equal or alternative is a satisfactory substitute;
 2. An early delivery date is entitled to more consideration than price;
 3. An early delivery date is to be disregarded because of the reputation of the Bidder for not meeting delivery dates;
 4. A Bidder is not a responsible Bidder; and
 5. What exceptions or deviations from written specifications will be accepted.

No bid will be accepted from or contract awarded to any person, or corporation that is in arrears or is in default to the Purchaser upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Purchaser, or had failed to perform faithfully any previous contract with the Purchaser.

10. Bid Results: Following the bid opening and review period, pending contract awards will be posted on the Purchaser's website at <https://mortonarb.org/plant-and-protect/chicago-region-trees-initiative/crti-contract-grower-program/>. Bid tabulations posted online represent "as read" submittals at time of the bid opening. They do not represent contract awards.

BID SHEET
Detail Cost Sheet

Note: Bidder must complete all portions of the Bid Sheet

(Total price must be transferred to the Tree Growing and Supply Program Table)

Common Name	Latin Name	Quantity requested (2000 trees total)	Proposed Quantity (if less than bid request)	Unit Price	Total
Ohio buckeye	<i>Aesculus glabra</i>	50			
Downy serviceberry	<i>Amelanchier arborea</i>	50			
Allegheny serviceberry	<i>Amelanchier laevis</i>	50			
Black chokeberry	<i>Aronia melanocarpa</i>	50			
Pawpaw	<i>Asimina triloba</i>	100			
American hornbeam (blue beech)	<i>Carpinus caroliniana</i>	50			
Pecan	<i>Carya Illinoensis</i>	50			
Buttonbush	<i>Cephalanthus Occidentalis</i>	40			
Eastern redbud	<i>Cercis canadensis</i>	100			
Fringetree	<i>Chionanthus virginicus</i>	40			
Pagoda dogwood	<i>Cornus alternifolia</i>	50			
Gray dogwood	<i>Cornus racemosa</i>	50			
American hazelnut	<i>Corylus americana</i>	60			
Quince	<i>Cydonia oblonga</i>	20			
Bush-honeysuckle	<i>Diervilla lonicera</i>	40			
Persimmon	<i>Diospyros virginiana</i>	40			
Goumi berry	<i>Elaeagnus multiflora</i>	40			
Wahoo	<i>Euonymus atropurpureus</i>	50			
Common witch-hazel	<i>Hamamelis virginiana</i>	50			
Winterberry	<i>Ilex verticillata</i>	50			
Common juniper	<i>Juniperus communis</i>	40			
Spice bush	<i>Lindera benzoin</i>	60			

Common Name	Latin Name	Quantity requested (2000 trees total)	Proposed Quantity (if less than bid request)	Unit Price	Total
Sweetbay magnolia	<i>Magnolia virginiana</i>	70			
Granny smith apple	<i>Malus domestica</i> 'Granny Smith'	20			
Prairie crabapple	<i>Malus ioensis</i>	30			
Tupelo (Sour gum)	<i>Nyssa sylvatica</i>	50			
Ironwood	<i>Ostrya virginiana</i>	50			
Common ninebark	<i>Physocarpus opulifolius</i>	60			
Jack pine	<i>Pinus banksiana</i>	30			
Wild plum (American plum)	<i>Prunus americana</i>	60			
Sour cherry	<i>Prunus cerasus</i>	20			
White oak	<i>Quercus alba</i>	50			
Bur oak	<i>Quercus macrocarpa</i>	50			
Dwarf chinkapin oak	<i>Quercus prinoides</i>	60			
Black oak	<i>Quercus velutina</i>	50			
American black currant	<i>Ribes americanum</i>	40			
Prairie willow	<i>Salix humilis</i>	50			
Common elderberry	<i>Sambucus nigra</i> var. <i>candensis</i>	50			
Sassafras	<i>Sassafras albidum</i>	50			
Nannyberry viburnum	<i>Viburnum lentago</i>	40			
Blackhaw viburnum	<i>Viburnum prunifolium</i>	40			
	GRAND TOTALS	2000			

Substitutions: Species other than those listed may be submitted for consideration or as substitution. In the appropriate column, please list other species for consideration or as substitutions in place of the listed species. Include quantity and pricing for the suggested species. Substitution must be similar in type.

The undersigned, having examined the specifications and all conditions affecting the specified project, offer to furnish all materials, services, labor, delivery, and incidentals specified for the price below.

The undersigned Bidder certifies that they are not barred from bidding on this contract as a result of a conviction for the violation of state laws prohibiting bid rigging or bid rotating, (720ILCS 5/33-1, et seq.) and is not delinquent in any taxes to the Illinois Department of Revenue (65ILCS 5/11-42.1-1).

It is understood that the Purchaser reserves the right to reject any and all bids and to waive any irregularities and that the prices contained herein will remain valid for a period of not less than sixty (60) days.

I (We) propose to complete the following project as more fully described in the specifications for the following:

Bidding Company Name: _____

Tree Growing and Supply Program 2026 - 2028

Payment 1 (not to exceed 1/6 of total cost)	
Payment 2 (not to exceed 1/6 of total cost)	
Payment 3 (not to exceed 1/6 of total cost)	
Payment 4 (not to exceed 1/6 of total cost)	
Payment 5 (not to exceed 1/6 of total cost)	
Payment 6 (not to exceed 1/6 of total cost)	
Grand Total Cost for All years	

Bidder has not altered any of the written text within this document. Only those areas requiring input by the Bidder have been changed or completed.

Signature: _____

If it is the Bidder's intention to utilize a subcontractor(s) to fulfill the requirements of this contract, the Purchaser must be advised of the subcontractor's company name, address, telephone, and email address and the contact person's name at the time of bid submittal.

Will you be utilizing a subcontractor? Yes No
 If yes, have you included all required information with the bid submission? Yes No

-OR-

NO BID – Keep our company on your Bidders List

Signature: _____

Date: _____

NO BID – Remove our company from your Bidders List

Signature: _____

Date: _____

NOTE: Please feel free to attach further explanation if desired as to your reasons for not submitting a bid.

I hereby certify that the item(s) proposed is/are in accordance with the specifications as noted and that the prices quoted are not subject to change; and that

_____(Company Name) is not barred by law from submitting a bid to the Purchaser for the project contemplated herein because of conviction for prior violations of either Illinois Compiled Statutes, 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating); and that

_____(Company Name) is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65ILCS 5/11-42.1; and that

_____(Company Name) provides a drug free workplace pursuant to 30 ILCS 580/1, et seq.; and that

_____(Company Name) certified they have a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635; and that

_____(Company Name) is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

_____(Company Name) has not discussed the evaluation or pricing of this proposal with any third party and has kept all documents and information received in this process confidential and will continue to do so.

Bidder's Firm Name

Signed Name and Title

Street Address

Print Name and Title

City State Zip Code

E-mail Address

Phone Number

Fax Number

Date

SUBCONTRACTOR INFORMATION
(must be submitted with Bid Sheet)

Sub-contractor's Name: _____

Address: _____

Email Address: _____ Phone: _____

Contact Person: _____

Type of Work Being Completed: _____

Sub-contractor's Name: _____

Address: _____

Email Address: _____ Phone: _____

Contact Person: _____

Type of Work Being Completed: _____

Sub-contractor's Name: _____

Address: _____

Email Address: _____ Phone: _____

Contact Person: _____

Type of Work Being Completed: _____

(List additional sub-contractors if needed)

Appendix B

Scope

Nursery: The nursery shall be certified by the Illinois Department of Agriculture. The bidder shall provide license number and certification with the bid submittal.

Field/Plot Location: The field(s) and/or plot(s) in which the trees will be grown shall be within 100 miles of the Purchaser and have growing conditions similar to those where the Purchaser intends to plant the trees. The Purchaser shall provide the location where the trees are to be planted and verification that the nursery is within 100 miles of this location shall be provided by the Bidder. The Purchaser will furnish the addresses at least ten business days prior to the anticipated delivery.

Acreage: The nursery shall own/lease adequate acreage to grow the trees required within the Contract. Any land that is leased shall be identified as such and lease documentation shall be included in the bid submittal.

Tree Stock and Early Receiving: Trees may be *bag or air pruned pot grown but must be containerized, not Balled & Burlapped and not to exceed 10 gallons in size*, propagated by the Bidder and/or planted as liners. Adequate tree quantities shall be grown commencing fall 2026 where feasible, to supply trees in through late spring of 2028. Faster growing trees can be received in year one (spring 2027) once they reach the target caliper and height. Trees shall not be transplanted after they have been lined in the field, and bag or air pruned pot trees shall be transplanted as necessary to prohibit circling roots. See Appendix A for species and quantity schedule. All growing practices shall meet or exceed ANSI standards.

Early receiving: If certain trees reach the target caliper and height prior to year 2 of the contract the Purchaser will take delivery of the trees at that time. In the event this occurs, the Bidder shall notify the Purchaser at least sixty (60) days prior to the anticipated delivery window. Following the standard delivery schedule trees will be taken in the spring and fall seasons.

Height of Branching: The trunk shall be free of branches 1 feet above the root flare for most species. Multi-stemmed trees and shrubs are excluded from this specification.

Balance and Form: The crown of the tree shall be in good balance with the trunk. The form and shape of the crown shall be consistent with the species. Poorly balanced and misshapen trees will not be accepted. All planting and production standards shall meet ANSI standards.

Root ball diameters shall conform to the following standards:

Trunk and Stem Location: The trunk or stem shall be located in the center of the root ball with a maximum deviation of 10% of the diameter.

Root Ball Depth: The root flare of the tree shall be at the top of the root ball and shall not be buried in dirt or other matter. The root ball depth shall not be less than 60% of the diameter of the root ball.

Root Ball Cover: The root ball shall be delivered intact with either:

1. Biodegradable cover (e.g. burlap) with the cover over the root ball; or
2. A tree growing bag in which the tree was grown.
3. An "air pruning" pot in which the tree was grown.

Maintenance: During the growing process, trees shall be cared for following the most current ANSI standards. Care shall include fertilization, pruning, and watering through drip irrigation that will allow for the trees to grow to the minimum planting size and condition, including balance, and form. All work shall be performed by qualified personnel.

Annual Inspections: The Purchaser shall inspect all trees annually to ensure that the growing schedule is being adhered to and that the conditions of the trees are in line with expected growing rates, shape, and form for each species.

Reduced Quantities: The Purchaser may reduce the overall quantities for any single planting season for the entirety of the contract. If this were to occur, the Bidder may be asked to provide the quantities in out years, or the trees may be released so the Bidder could sell the trees to other buyers.

Shortages and Substitutions: Due to unforeseen circumstances, such as weather, disease, insects, or other circumstances outside of the control of the Bidder, the Bidder may not have the ability to supply a limited quantity of a single or multiple species required for the planting season. In these circumstances, the Bidder may acquire trees through another certified nursery within the mile restriction for the Purchaser. No further payment above the contracted amount will be paid by the Purchaser should the Bidder acquire trees through another source. In the event that this occurs, the Bidder shall notify the Purchaser sixty (60) days prior to provide the Purchaser with a detailed plan including the name of the nursery or nurseries in which the Bidder intends to acquire the trees. Prior to digging the trees or acquiring the trees, the Purchaser will inspect and tag the trees at alternate nurseries. All delivery costs associated with the use of an alternative nursery shall be paid by the Bidder.

Substitutions: Species other than those listed may be submitted for consideration or as substitution, in place of the listed species. The suggested quantity and pricing for the suggested species must be listed in the appropriate columns. To be considered, substitution species must also be listed in the Bid Exception Sheet.

TREE SPECIFICATION SUMMARY

All trees shall conform to the American Associations of Nurserymen's Standards for Nursery Stock (most current edition) ANSI Z60. The trees shall be:

1. Healthy and free of insects and disease.
2. Free of bark injuries on their trunk and limbs, both before and after delivery.
3. Single stem: straight with a single leader trunk and have the minimum required caliper diameter with branching as specified.
4. Multi stem: straight with multiple stems and have the minimum required height as specified.
5. Before digging, all trees to be provided under the terms of this contract are to be tagged at the nursery by the Purchaser in either early fall or late summer. If trees are planted without prior inspection by the Purchaser, the Bidder will be required to immediately remove and replace any trees which the Purchaser deems unacceptable.
6. All trees shall be freshly excavated, within twenty (20) days of the planting operation from the Bidders supplier or own nursery.
7. Root balls shall be protected from drying out and care shall be taken to prevent balls from freezing on all trees.
8. During transportation to the Purchaser the Bidder shall exercise care to prevent injury to the trees. The Purchaser may, upon inspection, reject any injured tree(s) and require the Bidder to replace the tree(s) at no additional cost to the Purchaser within five (5) working days after notification to the Bidder.
9. Trees selected for planting shall be locally grown as specified.
10. The Bidder shall supply a certificate of origin prior to acceptance of any trees under this contract.
11. All trees include a one (1) year warranty *in the singular instance where the entire species of trees ordered die*. If all trees of one species die or are not 75% alive with the central leader 100% alive, as determined by the Purchaser, within one (1) year after planting must be replaced by the Bidder with a different species and timeframe to be agreed after the one (1) year warranty. There shall be no additional charges for the necessary replacement trees. The Bidder shall not be required to replace trees damaged by vehicle accidents or acts of vandalism. All replacement trees will carry a one (1) year warranty extension as if the replacement tree was the original planted tree, from the date that the actual replanting is complete. The same guideline outlined above will be used to determine the tree's condition for replacement.

Schedule 1
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

During the performance of the Contract, the Bidder agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public contracts) of minorities and women in the areas(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, or ancestry.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with Bidder in its efforts to comply with such Act and Rules and Regulations the Bidder will promptly notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time-to-time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
6. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts.
7. That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contract so that such provision will be binding upon every such subcontractor;; and that it will also include the provisions of paragraphs 1, 5, 6, and 7 in every

supply contract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Bidder will be liable for compliance with applicable provisions of this clause by all of its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no Bidder will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

The Arboretum does not discriminate on the basis of handicapped status in admission or access to its facilities, or treatment or employment of its personnel, or availability to its programs or activities.

The Contract shall restate the foregoing conditions and obligations.

Schedule 2

GENERAL SUPPLEMENTAL ADDITIONAL CONDITIONS

1. Scope of Work: The Bidder shall supply all required supervision, skilled labor, transportation, new materials, apparatus, and tools necessary for the entire and proper completion of the work. The Bidder shall supply, maintain, and remove all equipment for the performance of the work and be responsible for the safe, proper and lawful construction, maintenance and use of the same. This work shall be completed to the satisfaction of the Purchaser. The Bidder shall provide adequate protection of the job site to protect the general public from any injury as a result of the job. The Bidder shall provide all safeguards and suitable barricades to protect public and adjacent property. The Purchaser is not responsible for site safety. The Bidder is solely and exclusively responsible for construction means, methods, technologies, and site safety.
2. Toxic Substances: Prior to delivery of any materials which is caustic, corrosive, flammable, or dangerous to handle, the supplier will provide written directions as to methods for handling such products, as well as the antidote for neutralizing materials required for its first aid (Materials Safety Data Sheet).
3. Guarantees and Warranties: All guarantees and warranties required shall be furnished by the Bidder and shall be delivered to the Purchaser before final payment on the contract is issued.
4. Termination of Contract: The Customer may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to the Contractor. In the event this Agreement is terminated pursuant to this paragraph, the Contractor shall be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the Customer. The Customer shall have no liability to Contractor beyond the date of termination.

The Bidder shall be liable for any excess costs for such similar supplies or service unless evidence is submitted to the Purchaser that, in the sole opinion of the Purchaser, clearly proves that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the Bidder.

5. Hold Harmless Agreement (Contractual Liability): The Bidder agrees to indemnify and save harmless the Purchaser, including its officials, employees, and agents against any and all claims, loss, damage, injury, liability, and court costs and attorney's fees incident thereto, including any claims made by employees of the Bidder or any of their subcontractors, as well as all other persons, resulting directly or indirectly from the work covered by this contract or the equipment used in connection therewith. It is understood that this agreement shall apply to any and all such claims whether resulting from negligence or the intentional acts of the Bidder, or otherwise. *With the single exception of any claim, damage, loss, or expense arising solely out of professional services performed by the Purchaser, its agents, or employees including:

1. The preparation of maps, plans, opinions, reports, surveys, designs, or specifications, and
 2. Supervisory, inspection or engineering services.
6. **Insurance:** The Bidder will provide certificates of insurance evidencing the following types and limits of insurance. The certificates of insurance will specifically address each of the requirements noted below. Each insurance company shall be acceptable to the Purchaser. The General Liability coverage shall name the Purchaser as additional insured. All insurance noted below is primary and in no event will be considered contributory to any insurance purchase by the Purchaser. All insurance noted below will not be canceled, reduced, or materially changed without providing the Purchaser thirty (30) days advance notice, via certified mail.
1. **Comprehensive General Liability** including Products liability/Completed Operations insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, including Broad Form Contractual Liability insurance, in an amount not less than \$1,000,000/occurrence, \$2,000,000/policy limit, subject to the terms and conditions of the policy. A copy of the policy may be required.
 2. **Automobile Liability** insurance, in an amount not less than \$1,000,000 combined single limit. Said insurance is to be extended to cover hired and non-owned vehicles.
 3. **Umbrella or Excess Liability** coverage, the Bidder shall provide evidence of Umbrella or Excess Liability coverage of \$2,000,000.
 4. **Workers' Compensation** is to be provided as required by statute, by an insurance company licensed to write workers' compensation in the State of Illinois. Employer's Liability, in an amount not less than \$500,000 each accident, \$500,000 disease – policy limit, and \$500,000 disease – each employee.
 5. **Insurance Rating** – All insurance policies required by this contract shall be underwritten by insurance companies with a minimum A. M. Best rating of A:VII.
 6. A certificate of insurance is required as evidence of coverage, with the Purchaser names as an additional insured. The certificate will include an "Additional Insured Endorsement". The same full insurance coverage provided to the names insured, whether it is the Bidder or a sub-Bidder, shall be provided to the Purchaser without any limitations or endorsements that might limit or exclude coverage. If insurance is canceled for any reason whatsoever the Purchaser will be given not less than thirty (30) days prior written notice.

Any and all deductibles or other forms of retention are the responsibility of the Bidder. All deductibles or other forms of retention are subject to the approval of the Purchaser. Bidder will

disclose to the Purchaser in writing the amounts of any deductible or self-insured retention on the insurance required under this contract.

Bidder waives any right of subrogation it may have or later acquire against the Purchaser.

The Bidder shall not commence work under this contract until they have obtained all insurance required under this section and such insurance has been approved by the Purchaser, nor shall bidder allow any subcontractor to commence work on their subcontract until the same insurance has been obtained by the subcontractor. The Bidder and their subcontractor(s) shall maintain all insurance required under paragraphs 1 – 4 of this Section for not less than one (1) year after completion of this contract.

Schedule 3

CONSTRUCTION SUPPLEMENTAL ADDITIONAL CONDITIONS

1. Examination of Premises, Measurements, and Elevations: The Bidder shall verify all measurements relative to the work, shall be responsible for the correctness of the same. The Bidder will examine the site and the premises and satisfy themselves as to the existing conditions under which the Bidder will be obligated to operate. Failure of the Bidder to notify the Purchaser, in writing, of any condition(s) or measurement(s) making it impossible to carry out the work as shown and specified, will be construed as meaning no such conditions exist and no additional money will be added to the contract. The Purchaser will not accept any liability or pay any additional costs in the event any unknown utilities are uncovered which may result in the redesign, delay, or need for additional equipment on the job site.

No claim whatsoever will be allowed to any contract for changes, extra work, or material, not included in the Bidder's original bid, or for a greater amount of money than the contract states is to be paid, for any reason, including, but not limited to, subsurface or latent physical conditions, or unknown physical work, and bid documents, specifications, general conditions, plans, special provisions, and contract forms before submitting their bid. The Bidder is responsible for fully informing themselves as to the quality and quantity of materials required, and the character of the work to be performed.

2. Change Orders: After the contract award, changes in or additions to the work and/or a change in the amount of money to be paid to the Bidder must be the result of an approved change order first ordered by the Purchaser. Any needed change order that will increase the subcontract by 50% or more will require opening that portion of the work to competitive bidding.
3. Failure to Execute: Failure to execute the contract shall, at the option of the Purchaser, constitute a breach of the agreement made by acceptance of the bid, and the Purchaser shall be entitled to forfeiture of the certified check, bank draft, or Bid Bond accompanying the bid that is required, not as a penalty, but as liquidated damages. In the event of failure of a Bidder to whom an award of contract has been made, to execute the contract and furnish a Performance Bond within ten (10) days after notification of award, such award may be nullified and an award may be made to the next lowest responsive and responsible Bidder approved by the Purchaser.
4. Performance Security: The successful Bidder shall furnish as performance security a Performance Bond and a Labor and Material Payment Bond acceptable to the Purchaser prior to the start of any work. The bond value shall escalate annually to cover the total cost invested by the Purchaser. Each of the bonds must be renewed for each contract year. The performance bond shall:

1. Serve as security for faithful performance of the work; and

2. Guarantee the work against defective workmanship and material for a period of not less than one (1) year following acceptance of the work.

The Labor and Material Bond shall serve as security that all wages are paid and materials provided for the work are paid by the successful Bidder. For contract awards that are less than \$100,000, a Letter of Credit, in a form suitable to the Purchaser, may be submitted as performance security, instead of a Performance Bond and a Labor and Material Payment.

5. Letter of Credit – required content: Any letter of credit (hereinafter LC) submitted as performance security, as provided for in the Performance Security section of these Construction Supplemental Additional Conditions, must be established with the following required content:
 1. The LC must be irrevocable, made in favor of the Purchaser (Beneficiary), and for the account of the Bidder (Applicant).
 2. The aggregate amount of the LC must be at least 100% of the total awarded contract amount for the two year period.
 3. The bank issuing the LC must be acceptable to the Purchaser.
 4. The expiration date of the LC must extend at least one (1) year beyond the anticipated completion date of the project and will be extended at the expense of the Bidder if need be.
 5. The LC must provide for partial drawings. Drawing(s) are to be made when the Purchaser presents a letter to the issuing bank, signed by the Purchaser, referencing the LC number and stating the amount of funds to be drawn against the LC and also containing the following declaration: “I hereby certify that the applicant has not performed as required by the contract established between the applicant and the Purchaser”. Payment(s) against the LC will be made by the issuing bank upon presentation of this letter.
6. Waiver of Lien: Where applicable, a Waiver of Lien and Bidder’s Affidavit must be submitted by the Bidder, verifying that all subcontractors and material invoices have been paid prior to the Purchaser approving final payment.

Schedule 4

Contract Provisions for Non-Federal Entity Contract under Federal awards

Subcontractor is responsible for compliance with all applicable federal requirements to this award including but not limited to the following.

Parts 1 through 6 apply to all Contractor and Independent Contractor Agreements with the Morton Arboretum under the Federal award.

Parts 7 through 9 apply to Contractor and Independent Contractor Agreements that meet the threshold amount according to the provision.

1) Termination for Cause

a) The Customer may terminate this Subcontract in whole or in part for cause in the event of the occurrence of any of the following:

i) Insolvency of the Subcontractor: Subcontractor shall be deemed to be insolvent upon any of the following circumstances:

(1) it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not and whether insolvent within the meaning of the Federal Bankruptcy Act or not;

(2) the filing of a voluntary petition to have Subcontractor declared bankrupt; **(3)** the appointment of a receiver or trustee for Subcontractor, or

(4) the execution by Subcontractor of an assignment for the benefit of creditors.

ii) Failure of Subcontractor per the terms of this Subcontract to:

(1) deliver the items or perform the services within the time specified in this Subcontract or any authorized extension,

(2) make progress so as to endanger the performance of this Subcontract, or **(3)** perform to any other substantive provisions of this Subcontract. The Subcontractor shall diligently proceed with performance of any part of the Statement of Work that has not been terminated in accordance with this Section 3.13.

b) If this Subcontract is terminated for cause, the Customer may require Subcontractor to transfer title to, and deliver to Customer, as directed by Customer, any (1) completed supplies, and (2) partially completed supplies and materials (collectively referred to as "materials" in this Section) that Subcontractor has specifically produced or acquired for the terminated portion of this Subcontract. Upon direction of Customer, Subcontractor shall also protect and preserve property in its possession in which Customer has an interest.

2) Termination for Convenience

a) Customer may, by written notice, terminate this Subcontract for convenience and without cause, in whole or in part, at any time provided at least thirty (30) days written notice is

given. The notice will contain the effective date of termination, the extent of termination and any special instructions. In the event of partial termination, Subcontractor is not excused from performance of the balance of work under the Subcontract that has not been terminated.

b) In the event of termination for convenience by Customer, Subcontractor shall be reimbursed for actual, reasonable, substantiated and allocable costs, for work performed up to the date of termination. Any termination settlement proposal shall be submitted to Customer promptly, but no later than thirty (30) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Subcontract value. Customer may take immediate possession of all items, complete or incomplete, and all items resulting from services upon written notice of termination.

3) Prohibition on certain telecommunications and video surveillance services or equipment.

a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- i) Procure or obtain;
- ii) Extend or renew a contract to procure or obtain; or
- iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and

services, and to ensure that communications service to users and customers are sustained.

4) 200.322 Domestic preferences for procurements

a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

b) For purposes of this section:

i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

8) Contractor Employee Whistleblower Rights (Nov 2023)

a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at [41 U.S.C. 4712](#), and [Federal Acquisition Regulation \(FAR\) 3.900 through 3.905](#).

b) The Contractor *shall* its employees in *writing*, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in [\(FAR\) 3.900 through 3.905](#).

c) The Contractor *shall* insert the substance of this clause, including this paragraph (c), in all subcontracts.

5) Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)

a) Definitions.

Internal confidentiality agreement or statement means a confidentiality agreement or any other written statement that the contractor requires any of its employees or *subcontractors* to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or *subcontractors* sign at the behest of a *Federal agency*. *Subcontract* means any contract as defined [subpart 2.1](#) entered into by a *subcontractor* to furnish *supplies* or services for performance of a prime contract or a *subcontract*. It includes but is not limited

to *purchase orders*, and changes and modifications to *purchase orders*. *Subcontractor* means any supplier, distributor, vendor, or firm (including a consultant) that furnishes *supplies* or services to or for a prime contractor or another *subcontractor*. **b)** The Contractor *shall* not require its employees or *subcontractors* to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or *subcontractors* from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

c) The Contractor *shall* notify current employees and *subcontractors* that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of the is clause, are no longer in effect.

d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (*Classified Information Nondisclosure Agreement*), Form 4414 (*Sensitive Compartmented Information Nondisclosure Agreement*), or any other form issued by the Federal department or agency governing the nondisclosure of *classified information*. **e)** In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, ([Pub. L. 113-325](#)), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

f) The Contractor *shall* include the substance of this clause, including this paragraph (f), in *subcontracts* under such contracts.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in

excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

8) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251- 1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

9) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Schedule 5
Federal Whistleblower Notice

United States Department of Agriculture (USDA)
Office of the Inspector General



WHISTLEBLOWER INFORMATION

for

USDA CONTRACTORS, SUBCONTRACTORS, GRANTEES, SUBGRANTEES, and PERSONAL SERVICES CONTRACTORS

Employees of USDA contractors, subcontractors, and grantees and personal services contractors perform an important service by reporting what they reasonably believe to be evidence of wrongdoing.

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees against reprisal for whistleblowing. In addition, under 41 U.S.C. § 4712, it is illegal for an employee of a Federal contractor, subcontractor, grantee, subgrantee or for a personal services contractor to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. Also, under Presidential Policy Directive (PPD-19), an action affecting access to classified information cannot be taken in reprisal for protected whistleblowing.

The USDA Office of the Inspector General (USDA OIG) has jurisdiction to investigate allegations of reprisal for whistleblowing by employees of USDA contractors, subcontractors, grantees, subgrantees, and personal services contractors. Information on how to report suspected reprisal to the OIG is available at:
<https://www.usda.gov/oig/WPC.htm>.

What is a whistleblower?

A whistleblower is an employee of a Federal contractor, subcontractor, grantee, or subgrantee or a personal services contractor who discloses information that the individual reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To whom must the disclosure be made to be protected?

To be protected under 41 U.S.C. § 4712, a disclosure regarding a USDA contract, subcontract, grant, subgrant or personal services contract must be made to one of the following:

- A Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA; • An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

(Disclosures involving classified information should be made in accordance with otherwise applicable laws, and individuals should consult with the OIG to ensure that such disclosures are made appropriately). See information under PPD-19 for instructions on such.

What can I do if I believe retaliation has occurred?

Employees of contractors, subcontractors, grantees, subgrantees or personal services contractors may file a complaint under 41 U.S.C. § 4712 with the OIG, which will investigate the matter unless the OIG determines that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. If the OIG finds that retaliation has occurred, it can recommend that the Department order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Also, if you are an employee of USDA or of a USDA contractor, subcontractor, grantee, subgrantee, or if you are a personal services contractor and you suspect that a personnel action or an action affecting access to classified information has been taken against you in reprisal for making a disclosure of wrongdoing, you may report it to the OIG.

Nothing in a non-disclosure agreement should be interpreted as limiting your ability to provide information to the OIG.

For further information about whistleblower rights and protections, please see the Whistleblower Ombudsman page on the OIG's website at:
<https://www.usda.gov/oig/wpc.htm>.

Note: If you wish to make a whistleblower disclosure or report reprisal for doing so outside USDA you may contact the U.S. Office of Special Counsel website

<https://osc.gov>.

How can I report wrongdoing to USDA OIG?

If you know about fraud, waste, abuse, misconduct, or reprisal relating to a USDA employee, program, contract, or grant you may report it to the OIG through the OIG Hotline:

Phone: (800) 424-9121

Mailing Address: USDA OIG Hotline

Fax: (202) 690-2474

P.O. Box 23399

Online: <https://www.usda.gov/oig/hotline.htm>

Washington, D.C. 20026