



SERVICE AGREEMENT FOR 2014 TREE WATERING

1. THIS AGREEMENT is made on May 5, 2014 by and between the Village of Oak Park, 123 Madison St., Oak Park, IL 60302 acting by and through its President and Board of Trustees (hereinafter "Village") and McAdam Landscaping, Inc., 2001 Des Plaines Ave., Forest Park, Illinois, 60130, its executors, administrators, successors or assigns (hereinafter "Contractor".)
2. The following documents set forth the terms of this Agreement and are incorporated herein:
 - a. The Village of Oak Park's Notice to Bidders, Terms and Conditions and Detailed Specifications for Project No. 14-106, Tree Watering; and
 - b. Contractor's Proposal dated March 19, 2014
3. The total contract amount for 2014 shall not exceed \$30,000.00.
4. Where the terms of the Bid conflict with the terms set forth in the Village's Notice to Bidders, Detailed Specifications, the Village's Notice to Bidders, Detailed Specifications will control.
5. Contractor agrees, at its own cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the terms of this Agreement and the requirements of the Village's Forestry Superintendent.
6. Contractor affirms that the individual signing this Agreement is authorized to execute agreements on behalf the Contracting entity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above referenced.

Attest:

Teresa Powell
Village Clerk

(Seal)

Attest:

By: _____

Printed Name

Its: _____

Title

Village of Oak Park

By: _____

Cara Pavlicek
Village Manager

**REVIEWED AND APPROVED
AS TO FORM**

MAY 02 2014

LAW DEPARTMENT

McAdam Landscaping, Inc.

By: _____

Signature

Printed Name

Its: _____

Title

VILLAGE OF OAK PARK
REQUEST FOR PROPOSALS

PROPOSAL NO.: 14-106 PUBLIC WORKS
PROJECT NAME: 2014 PARKWAY TREE WATERING
DATE ISSUED: March 4, 2014

The Village of Oak Park is seeking proposals from qualified landscape contractors for Parkway Tree Watering Services. The Village will receive proposals at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302, Monday through Friday, 7:30 a.m. to 4:00 p.m., and will refuse any proposal received after 3:00 p.m. local time, Wednesday, March 19, 2014. The Public Works Department will review and evaluate the proposals. Any contract awarded as a result of this Proposal will be executed by the Village Manager as authorized by the Village Board by resolution or ordinance.

Proposals must be enclosed in sealed envelopes indicating the Proposal Number and Project Name and addressed to the attention of the Forestry Superintendent.

Additional information is available at the Public Works Center, 201 South Boulevard, Oak Park, Illinois 60302. Phone: (708) 358-5700. FAX: (708) 358-5711.

This Request contains the following components:

- I. Scope of Services and Specifications
- II. Contract Terms
- III. Minimum Contractor Qualifications
- IV. Proposal Instructions, Terms and Conditions
- V. Proposal Form
- VI. Bidder Certification
- VII. E.E.O. Report
- VIII. Affidavit of Ownership Structure, Identity Of Subcontractors, Suppliers And Consultants And All Persons Who Are Interested In Work
- IX. No Proposal Explanation

Include this full document with your proposal.

I.

Scope of Services and Specifications

A. General Scope of Work

The Village is seeking proposals from qualified landscape contractors to provide watering services for newly planted parkway trees.

B. Responsibility of Contractor

The selected contractor shall furnish all labor, supervision, tools, equipment, materials and supplies, and other means necessary for performing and completing the work, and shall obtain and pay for any required permits.

C. Extent of Services

The Forestry Superintendent will provide the Contractor with a list of addresses where watering services are needed. The Contractor will typically provide services on a weekly basis, but may be required to water more or less frequently at the discretion of the Forestry Superintendent. The Village does not guarantee a minimum or maximum number of tree locations or waterings. The scope of services is limited to those parkway tree locations provided by the Forestry Superintendent to the Contractor.

D. Detailed Specifications

It is the intention of this contract to provide weekly watering when necessary for up to 750 recently planted parkway trees. Trees requiring watering are 2012, 2013, and 2014 plantings with a maximum 3-inch diameter at breast height. Watering will be accomplished by filling up to two 20-gallon Gator Bags (installed by others) totaling 40 gallons per tree, through September 30, 2014. New Parkway Tree Watering will require the following equipment and consist of following procedures:

EQUIPMENT

The following equipment shall be provided by the contractor:

- Minimum of three 500-gallon capacity truck or trailer-mounted tanks, three 1000-gallon capacity tanks preferred. Pumps may be used to dispense water but are not required.
- Trucks and trailers shall be equipped with functional hazard warning lights and a triangular red and orange slow-moving vehicle emblem meeting Illinois DOT specifications. All employees shall wear IDOT approved high-visibility safety vests or T-shirts.
- Standard 2-inch filling hose and a hydrant wrench.
- Sufficient dispensing hose to reach trees from the street, taking into account that sometimes hose will need to be routed around parked cars or other obstructions. A minimum hose length of 30 feet is required.

PROCEDURES

- The Village will provide spreadsheets and a map of recent-year tree planting locations to be watered, and an unmarked map for the contractor's use to facilitate routing of the watering vehicle(s).
- Normal working hours shall be Monday through Friday, 7am to 6pm, but may be varied by the Forestry Superintendent based on the weather or other conditions.
- Invoicing charge per hour shall begin when the watering vehicle arrives at the Public Works Facility to fill the water tanks, and ends when the last tree is watered each day.
- Water tanks must be filled at the filling station located outside the Public Works Facility, 201 South Boulevard, Oak Park, IL. The Village will provide a permanently installed water meter and backflow prevention device at this location. Filling up the water tank(s) at other locations in town shall not be permitted. Water is provided by the Village at no cost for this contract.
- Thoroughly wet the tree planting area/mulch tree ring, fill Gator Bags to full capacity, then re-wet the tree planting area/mulch ring at each of the locations provided by the Village. The contractor shall take care to avoid eroding the tree planting area/mulch ring during the watering process.
- The contractor shall not store or leave equipment in the public right of way during non-working hours.
- The contractor shall invoice the Village weekly. Invoices shall document beginning and ending times for watering and the trees watered each day per watering vehicle and employee name(s).
- The contractor shall report any damaged/defective/missing Gator bags or tree health issues to the Village on a weekly basis.

II.

Contract Terms and Conditions

A. Contract Term

The initial contract term shall be from the date of award to September 30, 2014. The Village of Oak Park has the right to renew the contract on an annual basis for two (2) optional one year terms (April 1 to September 30). The Contractor shall begin performing the services within fourteen (14) days of a notice to proceed from the Forestry Superintendent or his designee.

B. Contract Renewal

The Village will have the right to renew the contract for two additional one year terms with all terms and conditions, other than price, remaining the same. The Village will allow the contractor to increase or decrease the contract price for each annual renewal provided that the annual price adjustment shall equal the change in the latest published Index (as defined below) as compared to the Index for the previous year. The Index shall be the United States Department of Labor, Bureau of Labor Statistics, (US DOL/BLS) Revised Consumer Price Index for all Urban Wage Earners for Chicago, Illinois - Gary, Indiana - Kenosha, Wisconsin (all items, 1982-1984 = 100). However, the maximum increase in cost shall be capped at five percent (5%) of the previous year's cost.

The contractor must propose an annual cost adjustment, with supporting documentation in writing to the Village 60 days before the end of the outgoing contract term. If the Village rejects the proposed price change, it will have the option not to renew the contract.

C. Recertification

If the Village renews the contract for an additional one year term, the contractor will provide the Village with a renewed certification in the form in Section VI indicating that it continues to be eligible to contract with units of local government. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide a detailed explanation of the circumstances leading to the change in certification status.

D. Subcontractors

Except for the use of materials suppliers, the Contractor shall not assign or subcontract any part of the services without the written disclosing the identity of the subcontractors on the forms provided and obtaining the consent of the Village of Oak Park. In no case shall such consent relieve the Contractor from their obligation to perform the services or change the terms of the contract.

E. Acceptance and Payment

The Contractor shall submit an invoice for services to the Village on a weekly basis. The invoice shall use the unit prices quoted and indicate the quantity of work done per address. The Village may deny payment of any invoice if the Contractor fails to properly document the services.

The Village will pay for work it has accepted. Work that has been rejected by the Forestry Superintendent as not in accordance with the contract specifications shall be replaced by the Contractor at no cost to the Village.

The Village shall have the right to withhold from payment an amount reasonably necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage to Village property caused by the Contractor during the performance of the services; (3) claims of subcontractors, suppliers, or other persons performing services; (4) delay in the progress or completion of the Services; (5) additional Village costs due to Contractor's inability to complete the Services.

The Village of Oak Park will pay all undisputed and accepted portions of invoices within 30 days of approval as provided in the Local Government Prompt Payment Act, 50 ILCS 505/4. The maximum interest rate for any payment not made within 30 days of approval is 1% per month.

F. Change Orders

If the awarded contract contains a not to exceed amount, that amount shall not be increased unless authorized in writing by a contract amendment and signed by both parties. Amendments shall be signed by the Village Manager in the same manner as the original contract was executed.

G. Termination of Contract

1. Termination for Non-Appropriation.

The Village reserves the right to terminate the whole or any part of this contract in the event that sufficient funds to complete the contract are not appropriated by the Village of Oak Park in any subsequent contract year.

2. Termination for Failure to Perform.

The Village reserves the right to terminate the whole or any part of this contract if the contractor fails to perform the contract in accordance with the specifications, including the specification regarding timely services. In such event, the Forestry Superintendent will provide the contractor with written notice of termination. In the event of termination, the Village may procure, upon such terms and in such manner as the Forestry Superintendent deems appropriate, supplies or services similar to those so terminated. The contractor shall be liable for any excess cost for such replacement services unless the Forestry Superintendent determines that its failure to perform the contract was due to causes beyond its control and without fault or negligence.

H. The Village's Remedies

If Contractor performs services and the Village does not accept the services at any location, the Village may exercise any of the following remedies, in addition to those available by law.

1. The Village may require Contractor, within such reasonable time as may be fixed by the Village, to re-perform, complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the services into compliance with this Contract.
2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, or incomplete services or part thereof and make an equitable reduction in the Contract Price.
3. The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract except for amounts due for services properly performed prior to termination.

I. Indemnification and Hold Harmless

The Contractor and each of its subcontractors agrees to indemnify, save and hold harmless, and defend the Village of Oak Park, its officials, employees and agents from any and all claims, demands, lawsuits or actions of any kind (Claims), and the costs, expenses, judgments, settlements, damages and attorney's fees arising out of those Claims which the Village may incur, be liable for, or be at risk of incurring or being liable for, on account of any and all known and unknown, foreseen and unforeseen personal injuries including death, or any property damage and the consequences thereof, which arose or are alleged to have arisen out of or in connection with the performance of the services, the failure to perform the services or the negligent or willful and wanton performance of the services covered by this Contract.

J. Insurance

The Contractor shall keep in force at all times during the performance of this contract insurance as required herein. The Contractor shall not commence work under the contract until it has obtained all the required insurance and provided the Village with proof of such insurance in the form of a policy endorsement or declaration which shall demonstrate that the Village of Oak Park is covered as an additional insured where required. All insurance shall be issued by insurers with a Best's rating of no less than A:VII, and be in form and substance satisfactory to the Village Attorney. The following are the required types and minimum policy limits of required insurance.

1. Worker's Compensation Insurance with amounts of coverage sufficient to provide compensation at levels and amounts mandated by the State of Illinois Worker's Compensation Statutes. The insurer shall agree to waive all rights of subrogation against the Village, its officers, employees and volunteers.
2. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence/\$1,000,000 in the aggregate for both bodily injury and property damage.

3. Commercial Vehicle or Auto Liability Insurance with limits of \$1,000,000 per occurrence/ \$1,000,000 in the aggregate for both bodily injury and property damage.
4. The Village, its officers, officials, agents and employees shall be named additional insured's on the contractor's Commercial General Liability and Commercial Vehicle/Automobile Liability Insurance.
5. Any subcontractors must comply with the same insurance requirements as the general contractor.
6. Any deductibles or self-insured retention must be declared to and approved by the Village. At the opinion of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Village, its officers, officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

K. Governing Law

All contracts entered into by the Village of Oak Park are governed by the Laws of the State of Illinois without regard to conflicts of law principals. Any action brought to enforce an agreement with the Village of Oak Park must be brought in the state and federal courts located in Cook County, Illinois.

L. Attorneys' Fees and Costs

In any action to enforce this agreement or to collect any amounts due under this Contract, each party is responsible for paying its own attorneys' fees and costs.

M. Fair Employment Practices/ Equal Opportunity Employment

It shall be unlawful for a contractor, his or her agent or employee, to refuse to employ, or to discharge any person, otherwise qualified, on account of race, sex, religion, creed, ancestry, national origin, sexual orientation, age between 18 and 70, matriculation, familial status or handicap or to discriminate for any of said reasons in regard to tenure, terms or conditions of employment; to deny promotion or increase in compensation solely for any of said reasons; to publish offers of employment based on any such discrimination; to adopt or enforce any rule or employment policy which discriminates between employees on account of race, sex, creed, religion, national origin, sexual orientation, matriculation, familial status, ancestry or age, except where such rule or policy is consistent with the pension, retirement, and related laws of the State of Illinois. Further, Contractor shall not discriminate against persons with a physical or mental handicap unrelated to ability in hiring and promotion practices.

Prospective contractors, bidders and suppliers shall verify that they are "equal opportunity employers" as defined in section 2000(e) of chapter 21, title 42, of the United States Code Annotated, and Federal Executive Orders #11245 and #11375 which are incorporated herein by reference and insure their compliance with the Human Rights Act, contained in 775 ILCS 5/2-105(A) pertaining to Equal Employment Opportunities in public contracts.

To advance its policy of non-discrimination, the Village of Oak Park, encourages the efforts of bidders and their approved sub-contractors to take affirmative action in providing for Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job, or protected veteran's status.

N. Compliance with Laws/Indemnification

Contractor shall provide the services in accordance with Village of Oak Park ordinances, all applicable state statutes, ordinances, rules, and regulations, including without limitation labor and employment laws, OSHA requirements and the requirements of other safety laws; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.

Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractor's failure to comply with all applicable laws, regulations and ordinances. The Contractor agrees to indemnify and hold the Village harmless from any liability, fines, penalties, costs or expenses, which the Village may be assessed as a result of Contractor's failure to comply with all applicable laws, regulations and ordinances in the performance of the services, to the fullest extent allowed by law.

III. Minimum Contractor Qualifications

A. Defaulted Contractors

The Village of Oak Park will not award a contract to any person or entity that has breached or failed to perform under any contract with the Village or which owes any debt to the Village.

B. Debarred Contractors

The Village of Oak Park will not award a contract to any person or entity who has committed any violation of laws related to:

- Procurement Ethics (30 ILCS 500/50-1)
- Public Contracting (720 ILCS 5/33E)
- Fraud, or a criminal offense or violation of any federal or State statutes, ordinances regulation, or rule relating to the submission of bids, proposals, or claims, or in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract
- Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property
- Commission or attempted commission of any other offense, or engaging in or attempting to engage in conduct indicating a lack of truthfulness, veracity, or honesty which affects the responsibility of the vendor

The Village will also not award a contract to any contractor who is otherwise debarred from contracting with the State of Illinois or the City of Chicago.

No contractor will be barred from contracting with the Village as a result of an employee's conviction of a disqualifying crime if the employee or agent is no longer employed by the business, the business itself was adjudicated not guilty, and the Village finds that the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business.

C. Tax Delinquent Contractors

The Village of Oak Park will not award a contract to any person or entity that is delinquent in the payment of any tax administered by the Illinois Department of Revenue or the Village of Oak Park unless the Contractor is contesting its liability for the tax or the amount of the tax in accordance with the procedures established by the appropriate revenue Act or Village ordinance.

D. Contractor's Capability

Bidders shall provide as a part of their submitted bid a list of equipment and employees available for the project.

IV.

PROPOSAL INSTRUCTIONS, TERMS AND CONDITIONS

A. Award of Contract

The Village will select a vendor it determines most advantageous, considering cost, demonstrated competence, integrity, capacity to perform the services, and other qualifications for the type of services required. The Village also reserves the right to reject all proposals, to waive technicalities, and to accept any item of any proposal unless the bidder includes a restrictive limitation. The Village may choose to inspect, investigate and interview proposers before making a selection.

B. Preparation and Submission of Proposal

The proposal must be submitted on the forms furnished and delivered to the Department of Public Works by the specific time indicated on the cover page. Proposals arriving after the specified time will not be accepted. Mailed proposals which are delivered after the specified hour will not be accepted regardless of the post-marked time on the envelope. All blank spaces on the proposal form must be completed if applicable. The proposal must be signed by an authorized officer of the contractor entity. The proposal is contained in this document and must remain attached thereto when submitted.

Bidders are responsible for the costs of their proposal.

C. Bidder's Certification

Bidders and all proposed subcontractors must complete the Bidder Certification in Section VI of this RFP. If the bidder submits a false certification, the Village will disqualify the bidder from contracting, or if a contract has already been executed, it will be deemed void. If the false certification is made by a subcontractor, then the contractor's submitted bid will not be declared void if the contractor terminates the subcontract upon the Village's request after a finding that the subcontract's certification was false.

D. Taxes not Applicable

The Village of Oak Park, as a municipality, pays neither Federal Excise Tax nor Illinois Retailers Occupational Tax, and therefore these taxes should not be included in price quotations. The Village's tax exempt number is E9998-1823-06.

E. Withdrawal of Proposals

No bidder shall withdraw or cancel its proposal for a period of ninety (90) calendar days after the advertised closing time for the receipt of proposals. The successful bidder shall not withdraw or cancel its proposal after having been notified by the Public Works Department that its proposal has been accepted.

F. Familiarity with Scope of Services, Terms Conditions and Requirements

Bidders shall familiarize themselves with the full contents of this RFP and all conditions which affect their proposal or ability to complete the contract. Once a proposal has been submitted, the Bidder's failure to have read and understand all the conditions, instructions and specifications of this Request for Proposals shall not be cause to alter the terms of the contract or bid.

G. Interpretation of Contract Documents

Any bidder with a question on the meaning of any term of this Request for Proposals or on the scope or extent of the services or requirements may request clarification from the Village of Oak Park Forestry Superintendent. Contractors should make every effort to pose any such questions or requests for clarification as early as possible so that the question can be answered in time for the contractor to make its proposal by the deadline stated in this document.

In the event that the Village issues a written addendum either as a result of a change in the specifications or as substantive clarification of the terms of this RFP, the Village will provide a copy of such addendum to all prospective bidders in the same manner as this RFP was disseminated. The Village will not assume responsibility for receipt of such addendum. In all cases it will be the bidder's responsibility to obtain all addenda issued. Bidders will provide written acknowledgment of receipt of each addendum issued with the proposal submission.

H. No Collusion

The bidder must disclose any person, firm or entity that has an interest in this contract, including subcontractors. If at any time it shall be found that Contractor has colluded with any other person, firm, or corporation in procuring this Contract, then Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Contract shall, at the Village's option, be null and void.

I. References

Each proposal furnished to the Village of Oak Park must include the names of four (4) satisfied references in the suburban Cook County area in which the Proposer has performed similar services under contract within the last two (2) years. A form is attached for this purpose.

J. Contents of Proposals

Bidders shall complete all forms and required certifications contained in this document, and provide the Village with information which will allow the Village to assess the following:

- Size, history and financial and operational capacity of company and any other information which demonstrates the Contractor's ability, capacity and financial resources to perform the services.
- Technical competence
- Experience in landscaping operations
- Cost proposal on the Proposal Form
- Any information on the use of environmentally preferable supplies or services

The Village looks favorably on bidders who make efforts to use environmentally preferable supplies or services, including the use of vehicles and equipment that operate on Compressed Natural Gas (CNG).

Proposals shall contain the same level of information about proposed subcontractors as is provided for the bidder. Only pre-approved subcontractors will be permitted to perform the services.

v.

UNIT PRICING

Water Tank(s) Capacity	500	Gallons
	500	Gallons
	1000	Gallons
		Gallons
		Gallons

Company Name McAdam Landscaping, Inc.

By: Korale C. De Silva
(Signature)

Printed Name Robert C. McAdam, Jr.

Title Vice President

Company Address 2001 Des Plaines Ave.

Forest Park, IL 60130

Date of Proposal March 17, 2014

Telephone # (708) 771-2299

REFERENCES

<u>COMPANY #1</u>	<u>Downtown Oak Park</u>
<u>ADDRESS</u>	<u>1010 Lake Street</u>
	<u>Oak Park, IL 60301</u>
<u>CONTACT</u>	<u>Max Williams</u>
<u>PHONE</u>	<u>(708) 383-4145</u>
<u>WORK PERFORMED</u>	<u>Landscape Maintenance/Watering</u>
<u>COMPANY #2</u>	<u>Village of Forest Park</u>
<u>ADDRESS</u>	<u>7343 W. 15th Street</u>
	<u>Forest Park, IL 60130</u>
<u>CONTACT</u>	<u>John Doss</u>
<u>PHONE</u>	<u>(708) 366-4876</u>
<u>WORK PERFORMED</u>	<u>Landscape Maintenance</u>
<u>COMPANY #3</u>	<u>Village of Berwyn</u>
<u>ADDRESS</u>	<u>6700 W. 26th Street</u>
	<u>Berwyn, IL 60402</u>
<u>CONTACT</u>	<u>Evan Summers</u>
<u>PHONE</u>	<u>(708) 749-6541</u>
<u>WORK PERFORMED</u>	<u>Maintenance/Planting/Watering</u>

<u>COMPANY #4</u>	<u>Northern Trust</u>
<u>ADDRESS</u>	<u>50 S. LaSalle</u>
	<u>Chicago, IL 60675</u>
<u>CONTACT</u>	<u>John Nagle</u>
<u>PHONE</u>	<u>(312) 630-0781</u>
<u>WORK PERFORMED</u>	<u>Maintenance/Planting/Watering</u>

VI.
BIDDER CERTIFICATION

I, Robert C. McAdam, Jr., (Print Name) being first duly sworn on oath, depose and state as follows:

1. I am the Vice President (title) of McAdam Landscaping, Inc. (Company Name) and have the personal knowledge and authority to make this affidavit.
2. I have read the Village's RFP and understand its terms and conditions, including those related to Contractor Qualifications.
3. For purposes of establishing that the Bidder is not disqualified from entering into a contract with the Village of Oak Park, the bidder states that it has not been convicted of any laws related to:
 - Procurement Ethics (30 ILCS 500/50-1)
 - Public Contracting (720 ILCS 5/33E)
 - Fraud, or a criminal offense or violation of any federal or State statutes, ordinances regulation, or rule relating to the submission of bids, proposals, or claims, or in connection with obtaining, attempting to obtain, or performing a private or public contract or subcontract
 - Commission or attempted commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; or
 - Commission or attempted commission of any other offense, or engaging in or attempting to engage in conduct indicating a lack of truthfulness, veracity, or honesty which affects the responsibility of the vendor
4. The bidder is not debarred from contracting with the State of Illinois or the City of Chicago.
5. The bidder has not breached or failed to perform under any contract with the Village.
6. The bidder does not owe any debt to the Village.
7. The bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or the Village of Oak Park, except for those it is contesting in accordance with the procedures established by the appropriate revenue Act or Village ordinance.

8. I have read and understand Chapter 13, Article 3 of the Oak Park Village Code relating to Fair Employment Practices.

9. The bidder is an "Equal Opportunity Employer as defined by Section 2000 (E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference. The attached EEO report is true and accurate

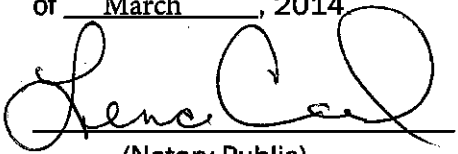
10. The only persons, firms, or corporations interested in this Contract are those disclosed to the Village in this bid. This bid is made without collusion with any other person, firm, or corporation.

11. If any of the above statements are not true, the following space is available to indicate which part is not true and to provide an explanation.

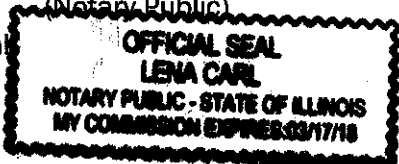
By: 
Signature

Printed Name Robert C. McAdam, Jr.

Subscribed and sworn to
before me this 17 day
of March, 2014


(Notary Public)

Seal





VII.
E.E.O. REPORT

The Village of Oak Park, in an effort to reaffirm its policy of non-discrimination, encourages and applauds the efforts of bidders and subcontractors in taking affirmative action and providing Equal Employment Opportunity without regard to race, religion, creed, color, sex, national origin, age, handicap unrelated to ability to perform the job or protected veteran's status.

All proposers and their subcontractors are required to complete the attached EEO report. Failure to include it with the proposal will disqualify the bid from consideration. A Federal EEO-1 report may be submitted in lieu of this report.

The following form must be completed in its entirety, notarized and included as part of the bid proposal document. Failure to respond truthfully to any question or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of a proposal. An incomplete form will disqualify your proposal. For assistance in completing this form, contact the Public Works Customer Service Center at 708-358-5700

EEO REPORT

Please fill out this form completely. Failure to respond truthfully to any questions on this form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of this Bid. An incomplete form will disqualify your Bid. For assistance in completing this form, contact the Public Works Department at 708-358-5700.

An EEO-1 Report may be submitted in lieu of this report _____

Contractor Name McAdam Landscaping, Inc.

Total Employees 83

Job Categories	Total Employees	Total Males	Total Females	Males				Females			Total Minorities
				Black	Hispanic	American Indian & Alaskan Native	Asian & Pacific Islander	Black	Hispanic	American Indian & Alaskan Native	
Officials & Managers	7	6	1	1							
Professionals	2	1	1								
Technicians	1	1									
Sales Workers	4	3	1								
Office & Clerical	1		1								
Semi-Skilled	68			4	64						
Laborers											
Service Workers											
TOTAL	83										
Management Trainees											
Apprentices											

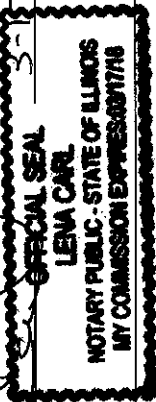
This completed and notarized report must accompany your Bid. It should be attached to your Affidavit of Compliance. Failure to include it with your Bid will be disqualify you from consideration.

Robert C. McAdam, Jr., being first duly sworn, deposes and says that he/she is the Vice President
(Name of Person Making Affidavit) (Title or Officer)
of McAdam Landscaping, Inc. and that the above EEO Report information is true and accurate and is submitted with the intent that it

be relied upon. Subscribed and sworn to before me this 17th day of March, 2014.

[Signature]
(Signature)

3-17-14
(Date)



VIII.
AFFIDAVIT OF OWNERSHIP STRUCTURE, IDENTITY OF SUBCONTRACTORS,
SUPPLIERS AND CONSULTANTS
AND ALL PERSONS WHO ARE INTERESTED IN WORK

The bidder and all subcontractors must complete this affidavit, provide a Bidder's Certification in the form indicated in Section VI and provide an EEO report.

I, Robert C. McAdam, Jr., (Print Name) being first duly sworn on oath, depose and state under penalties of perjury, as follows:

1. The name and address of the bidding entity is:

McAdam Landscaping, Inc.

2001 Des Plaines Avenue

Forest Park, IL 60130

2. I am the Vice President (title) of McAdam
Landscaping, Inc. (Company Name) and have the personal knowledge and authority to make this affidavit.

3. The bidder is a certified (check if applicable):

MBE: _____

WBE: _____

DBE: _____

Attach a copy of any certification. Certification Expiration Date: _____

4. The size of the firm's current stable work force is as follows:

Number of full-time employees: 30

Number of part-time employees: 68

5. The Bidding Company is organized as follows:

a. Corporation X

b. Limited Liability Corporation _____

c. A partnership _____

d. A sole proprietorship _____

6. If a corporation or an LLC, the entity is authorized to do business in the State of Illinois and the name and address of the registered agent is:

Robert C. Knuepfer, Jr.

Baker & McKenzie LLP

300 East Randolph Street, Suite 5000

Chicago, IL 60601

7. If a partnership, the names and addresses of the partners are as follows:

_____	_____
_____	_____
_____	_____
_____	_____

8. If a sole proprietorship, the name of the sole proprietor is _____

_____.

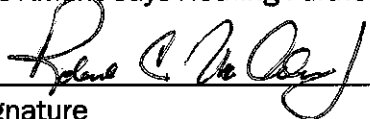
9. The name and address of any other individual, firm or entity that has an interest in this contract is:

10. The bidder will _____/will not X be using any subcontractors in the performance of this contract to another firm.

11. The name and address of the proposed subcontractor is:

12. The facts and representations set forth in this affidavit are true and correct and no material facts have been omitted.

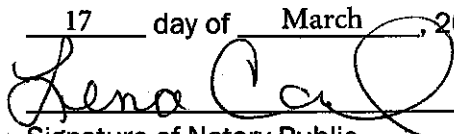
The Affiant Says Nothing Further

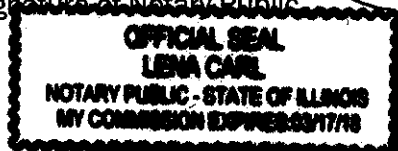

Signature

Robert C. McAdam, Jr.
Print Name

March 17, 2014
Date

Subscribed and sworn before me this
17 day of March, 2014,

 (SEAL)
Signature of Notary Public



IX.
NO PROPOSAL EXPLANATION

If your firm does not wish to submit a proposal for the attached contract, please return the proposal along with any comments you may have concerning this proposal or any related factors that prevented you from submitting a response.

Thank you.

PROPOSAL NO.: 14-106
PROJECT NAME: VILLAGE OF OAK PARK
2014 PARKWAY TREE WATERING

COMMENTS:

**Proposal Summary for
2014 Tree Watering
Project No. 14-106**

Date for proposal submittal 3/19/14

Company Name	MBE	WBE	NON	Proposal Amount	Bond or Check Amt.
Christy Webber Landscapes, Inc.		x		\$56/hour	n/a
McAdam Landscaping, Inc.			x	\$40/hour	n/a