

RAINBOW

PROPERTY MAINTENANCE

Cover Letter

Kelly Ammons
Rainbow Property Maintenance
106 Stephen Street, Ste 103
Lemont, IL 60439
kelly@rainbowpm.com
224-639-0585
September 12, 2024

Jolene Coulter
City of Aurora
44 E. Downer Place
Aurora, IL 60507

Dear Mrs. Coulter,

It's with this spirit that we present our bid proposal for the Janitorial Cleaning Services at Various City-Owned Buildings. At Rainbow Property Maintenance we thrive on challenges and are committed to turning your vision into reality.

Our bid proposal encapsulates a thorough understanding of the project, a solution that aligns perfectly with your objectives, transparent cost estimates, and a timeline that ensures timely delivery. We take pride in our ability to provide tailored solutions that make a lasting impact.

We invite you to delve into the details of our bid proposal. If you have any questions, require further clarification, or would like to explore the possibilities further, please don't hesitate to contact us at 224-639-0585 or kelly@rainbowpm.com. We're excited about the potential collaboration with City of Aurora and the opportunity to create something remarkable together.

Rainbow Property Maintenance acknowledges receipt of Addendum 1.

Thank you for considering our bid proposal. We eagerly await the chance to embark on this journey with you and make it extraordinary.

Sincerely,



Kelly Ammons
Rainbow Property Maintenance

4.2 Responsible Contract Personnel: Indicate who the Project Manager is and other project team members that will support the program and supply brief resumes and where they reside.

Alex Stamboliyski will oversee the project along with Jose Cerda. Alex resides in Elk Grove Village and Jose resides in Chicago. Kelly Ammons will be your backup she resides in Aurora.

RAINBOW

PROPERTY MAINTENANCE

Section 2. Minimum Qualifications Specifications and Scope of Work

The following are minimum requirements that the vendor must meet in order to be eligible to submit a proposal. Responses must clearly show compliance with these minimum qualifications. The City will reject without further consideration those applications that are not clearly responsive to these minimum qualifications.

All proposal respondents are to submit a written report containing and/or substantiating the following:

1. The company's legal name address, telephone number and e-mail address.

Rainbow Property Maintenance 106
Stephen Street, Lemont IL 60439
Telephone: 224-639-0585 Email:
alex@rainbowpm.com

2. Resume(s) of principal(s) of the company outlining experience and qualifications. Please see attached Resume (s).

3. A description of the company's prior experience, including similar contracted buildings (in particular those buildings owned by a governmental entity). In the last year Rainbow Property Maintenance has continued to service the City of Palos Heights and Housing Authority of Cook County. RPM takes our clients seriously in providing quality services.

4. The name(s) of at least three (3) building owners who are knowledgeable regarding the company's performance and would be willing to provide a reference. Reference sheet has been provided as Exhibit C. Please see provided reference sheet

5. Details concerning how the solicited buildings will be cleaned to meet the project requirements including:

- The number of employees to be utilized. 5-8 employees
- The number of hours each employee will work on a daily and weekly basis. ● The organized framework to be used for the cleaning (i.e. what building elements will be cleaned first, which floors will be cleaned first, which other floors will be cleaned sequentially).

| Building | Cleaning Areas | Number of Employees | Number of Hours |
|-----------|--|---------------------|------------------|
| City Hall | Cleaners will begin service on the 5th upper-level floor and work their way down. Any meetings in the board room will be | 3-4 | 10 hours nightly |
| | Serviced after the meeting has adjourned. | | |

| | | | |
|------------------------------|---|-----|---------------------|
| Elmslie/Hogan | Cleaners will begin service on the upper level where lawyers are located. Cleaners will then proceed to the office area located on the 1st floor of Elmslie building. | 2-3 | 3 hours nightly |
| Aldermen's Bldg. | Cleaners will begin in Aldermen's office located on the 2nd floor and then proceed to office areas on the 1 st floor. | 1-2 | 3 hours nightly |
| Development Center | Cleaning to begin on the 2 nd floor, then proceeding to the 1 st floor to finish. | 3-4 | 6-7 hours nightly |
| MVPS Office | Cleaning will begin on 2 nd floor, then proceed to 1 st floor | 1 | 2 hours nightly |
| Customer Service Center | Cleaning to begin in 911 area and continue to front offices | 2 | 2 hours nightly |
| Electrical Department | Cleaning to begin in restroom in garage then continue to front area | 1 | 2 hours nightly |
| Central Garage | Cleaning to begin in conference room and continue small restroom in garage before proceeding to main office area | 2 | 2 hours nightly |
| Financial Empowerment Center | cover areas outlined in specifications. | 2 | 2 hours nightly |
| Animal Care & Control | cover areas outlined in specifications. | 1 | 2.5-3 hours nightly |
| Public Facilities Dept | cover areas outlined in specifications. | 1 | 2 hours nightly |
| Downtown Maintenance | cover areas outlined in specifications. | 1 | 2 hours nightly |

| | | | |
|---------------------------|---|---|-----------------|
| Community Outreach Center | cover areas outlined in specifications. | 1 | 2 hours nightly |
| GAR | cover areas outlined in specifications. | 1 | 2 hours nightly |

| | | | |
|--|--|---|-----------------|
| Public Art Building | cover areas outlined in specifications. | 2 | 2 hours nightly |
| Park & Recreation Visitor Center | cover restrooms, trash and vacuum. complete clean on Monday, Thursday & Saturday | 2 | 4 hours nightly |
| Phillips Park Admin | cover restrooms, entrances, exits and kitchen in specifications. | 2 | 4 hours nightly |
| Phillips Park Golf Clubhouse & 1 st Tee | cover areas in basement first, then proceed to level 1 outlined in specifications, | 2 | 4 hours nightly |
| | | | |
| | | | |

Note: This is required for each building/location.

6. A description of what areas appear to be the most critical to clean based upon your inspection and survey.

Describe location and rationale.

Based on what was seen on site visits no areas appear to be a critical area to clean. All services will be provided at the allotted times specified in RFP unless otherwise noted by City of Aurora of any changes.

7. A description of what special cleaning methods and/or products your company would recommend in order to maintain the buildings in the best possible manner. What experience does your company have in the use of these methods and/or products? Provide specific examples.

RPM Company is committed to delivering innovative, efficient, and sustainable janitorial solutions. We consistently research and implement advanced, ecofriendly cleaning chemicals that minimize waste and environmental impact while upholding the highest standards of cleanliness. By leveraging cutting-edge technology, including energy-efficient and robotic cleaning equipment, we ensure maximum efficiency and responsiveness across spaces of all sizes. Our team undergoes continuous training, equipping them with the latest industry techniques, such as the use of electrostatic sprayers for comprehensive disinfecting. We prioritize transparent communication with our clients and vendors, fostering strong collaboration to maintain exceptional service standards and address concerns promptly, ensuring reliable and consistent quality.

8. A copy of the training program that is used for your company's employees. In the alternative, describe the type of training that employees undergo at initial hire as well as on an on-going basis.

Rainbow Property Maintenance Safety

At Rainbow PM, we are committed to maintaining the highest standards of safety, operational excellence, and industry compliance in the janitorial business. Our certifications include:

1. Occupational Safety and Health Administration (OSHA) Certification:

Our staff is extensively trained and certified in OSHA standards, ensuring a safe and healthy working environment for both our employees and clients.

2. Cleaning Industry Management Standard (CIMS) Certification:

We hold CIMS certification, which demonstrates our adherence to best practices in management, operations, and performance systems for delivering effective and efficient cleaning services.

3. Institute of Inspection, Cleaning and Restoration Certification (IICRC):

Our team includes IICRC-certified professionals who are trained in the latest techniques and best practices for cleaning and restoration, ensuring the highest quality service delivery.

4. Bloodborne Pathogens Certification:

Our staff is trained in handling and cleaning areas exposed to bloodborne pathogens, ensuring safety and compliance with health regulations.

5. Hazard Communication Standard (HCS) Certification:

We comply with HCS requirements, ensuring that our employees are well-informed about chemical hazards and adhere to safety protocols for handling cleaning agents.

At Rainbow PM, we are dedicated to maintaining the highest standards of service quality in our janitorial operations. Our commitment to excellence is validated through the following certifications:

1. Cleaning Industry Management Standard (CIMS) Certification:

- This certification underscores our adherence to best practices in management, operations, and performance systems. Being CIMS-certified ensures that our cleaning services are both effective and efficient, meeting rigorous industry standards.

4. ISO 9001 Certification:

- Our ISO 9001 certification demonstrates our commitment to quality management systems. This certification ensures that we consistently provide services that meet customer and regulatory requirements, through systematic and continuous improvement processes.

Ongoing Education Program for Contracted employees to ensure compliance with State and Federal training requirements.

At Rainbow PM, we are committed to implementing a continuous improvement program in cooperation with City of Aurora requirements. Our goal is to improve overall cost efficiency while maintaining the highest quality standards. Our approach includes the following activities:

1. Product Substitution and Standardization:

- **Evaluation of Alternatives:** We continuously evaluate alternative products and materials that can provide the same or better quality at a lower cost. This includes ecofriendly and sustainable options that align with City of Aurora values.
- **Standardization:** We standardize the use of high-quality, cost-effective products across all services to ensure consistency and reduce procurement costs. This approach helps in bulk purchasing, leading to further cost savings.

2. Demand Management:

- **Usage Analysis:** We analyze the usage patterns of cleaning supplies and equipment to identify areas where demand can be optimized. This helps in reducing waste and ensuring that resources are used efficiently.
- **Inventory Management:** Implementing a just-in-time inventory system to minimize stock levels without compromising service quality. This reduces carrying costs and ensures the availability of necessary supplies when needed.

3. Process Improvement:

- **Workflow Optimization:** We continuously assess and optimize our cleaning processes to increase efficiency and reduce labor costs. This includes adopting new technologies and methodologies that enhance productivity.
- **Training and Development:** Regular training programs for our staff to ensure they are skilled in the latest cleaning techniques and safety protocols. Well-trained employees are more efficient and provide higher quality service.
- **Feedback Mechanism:** Establishing a robust feedback mechanism to gather input from City of Aurora's stakeholders and key site management team. This feedback is used to identify areas for improvement and implement changes that enhance service quality and cost efficiency.

4. Collaboration with Stakeholders:

- **Regular Meetings:** Holding regular meetings with City of Aurora key site management team to discuss performance, gather feedback, and align improvement initiatives. This ensures that our continuous improvement efforts are in line with City of Aurora expectations.
- **Joint Improvement Projects:** Collaborating on joint improvement projects that focus on specific areas of cost reduction and quality enhancement. This may include pilot programs to test new approaches before wider implementation.

5. Monitoring and Reporting:

- **Performance Metrics:** Implementing key performance indicators (KPIs) to monitor the effectiveness of the continuous improvement initiatives. Regular reporting on these metrics ensures transparency and helps in tracking progress.
- **Cost-Benefit Analysis:** Conducting regular cost-benefit analyses to measure the impact of improvement initiatives on overall costs and service quality. This helps in making informed decisions and justifying further investments in improvement activities.

Kelly Ammons

ammonskelly616@yahoo.com

Cell: 708-632-3521

Consummate professional with 30 years of expertise in sales, operational support and business management. Earning the respect and trust essential in developing new and repeat referral business. Organized, efficient and always willing to go the extra mile for on-time content delivery. Proficient in use of Microsoft Word, Microsoft Office, Excel, Teams, Google Meet, QuickBooks, PowerPoint, E-Pay, Kronos, Corrigo, Go Spot Check, SAP Concur, Smartsheet applications, Power BI, Workday and Computerized Management Maintenance System (CMMS)..

Areas of Expertise

Front-End Supervision
Customer Relations
Contract Bids/Proposal's
Purchasing

Teambuilding & Training
Accounting Operations
Program Management

Principal management Advisor
Contract Reconciliation
Organizational Briefings

Work Experience

Rainbow Property Maintenance, Lemont, IL — New Business Acquisition and Strategic Growth 07/24 to Present

- Assemble bid proposals for janitorial RFPs contracts
- Register company with various municipalities to receive RFPs
- Register company with City of Chicago as Women Owned Business to obtain WBE Certification status

Aramark, Chicago, IL, - Custodial Manager 06/23 to 6/24

- Resolved and amended employee timecards error-free prior to end of payroll cycle
 - Achieved and aided in daily data in Smartsheet
 - Administered and closed work orders in Corrigo Enterprise
 - Executed weekly quality inspections using GoSpotCheck system
 - Executed monthly supply orders using North American supply program; equipped 15 schools with necessary supplies for accomplishing tasks; average monthly cost \$25,000
 - Lead all aspects of custodial operations while maintaining the established quality standards, safe operation and complete regulatory compliance by training, supervising, evaluating, and motivating assigned personnel in their work
 - Analyzed all financial reports for facility operations, as well as reviewing all financial measurements with managers and directors to ensure achievement of financial goals
 - Actively fostered a positive relationship between Aramark and Chicago Public School in ensuring the highest level of customer satisfaction is provided
 - Ensured administration of HR Policies and ensured compliance with company policies such as safety, sanitation and purchasing.
 - Oversaw staffing when employees were absent, development of personnel in training and education on custodial equipment
 - Proficient in and ensured consistent and regular use of the Computerized Management Maintenance System (CMMS) to properly manage the operation
-

Meijer, Aurora, IL, - Clerk 02/23 to 04/23

- Slicing, weighing, packaging and pricing meats and cheeses. ● Prepared special orders and party trays.
- Updating displays, cases, and other customer-facing areas to ensure new items and promotions are showcased.

Total Facility Maintenance, Wood Dale, IL, Account Sales Manager 01/21 to 12/22 ■ Generated future clients cold calling minimum of 25 to 50 calls per day.

- Assembled bid proposals for janitorial RFPs contracts; Total Facility Maintenance (TFM) awarded Park District of Oak Park, City of Naperville, Will County Park District contracts, valued \$1 M annually.
- Ensured janitorial staff and 10 subcontractors in the workplace provided quality service and met the needs of 50 TFM clients.
- Scheduled cleaning/sourced the necessary cleaning supplies to complete the required annual janitorial assignments. ■ Executed 10 weekly site visits; inspected janitorial staff and provided graded results of task performance; created excellent feedback and conflict resolution with TFM clients.
- Assisted Accounts Receivables entering recurring invoices using QuickBooks system.

ABM Industries, Inc., Downers Grove, IL, - Project Manager 06/19 to 01/21

- Oversaw \$5M custodial contract consisting of 50 plus schools in Elgin, Illinois; second largest school district in United States.
- Arranged 50 site inspections weekly; ensured contract compliance was being met.
- Trained 75 employees on operation of T 3, T300, T500 auto-scrubbers; provided upon initial employment and monthly for continual skills enhancement.
- Resolved and amended timecards using Blue Force 7 E-Pay system; accounted for 160 employees and approximately \$90,000 average monthly payroll.
- Executed monthly meeting with clients and head custodians fulfilling contract obligations; ensured open communication and dialogue was maintained for effective performance of tasks.

GCA Services Group, Downers Grove, IL, Account Manager 12/16 to 05/19

- Oversaw \$3M custodial contract consisting of 23 schools in Valley View School district.
- Supervised 104 employees, 1 assistant manager and 1 site supervisor in performance of contractual tasks.
- Arranged on average 23 site inspections weekly to determine contract compliance; ensured relationship with clients were in excellent standing.
- Resolved and amended employee timecards using Blue Force 7 E-Pay system; accounted for 106 employees and approximately \$75,000 average monthly payroll.
- Executed monthly supply orders using Coupa supply program; equipped 23 schools with necessary supplies for accomplishing tasks; average monthly cost of \$20,000.
- Executed an average of 10-15 weekly meetings with clients and facility building maintenance engineers; ensured fulfillment of contract obligations and open communication lines existed.

CleanNet of Illinois, Oakbrook, IL,- Office Manager 07/16 to 11/16

- Oversaw 5-10 potential franchise owners daily to buy contracts from CleanNet to increase revenue; reviewed packages and provided upgraded or downgraded status; resulted in franchise opportunities averaging \$3,000 per month to \$10,000 per month based on business owners acquisition desires.
- Executed 35-50 site evaluations and audits weekly for each account throughout Midwest Illinois.
- Monitored and trained staff on the proper way to clean and dispose of biological waste; ensured workers used the proper protective gear when cleaning potentially hazardous areas.

CleanNet of Maryland, Columbia, MD, - Account Executive 04/16 to 07/16

- Collaborated with 5 Executives to identify new janitorial business opportunities; covered business areas consisting of apartment complexes, DMV facilities, office buildings and schools.
 - Executed 5-10 sales proposals and correspondence daily; collaborated with other account managers to prepare and deliver performance updates.
-

Total Facility Maintenance, Wood Dale, IL, - Supervisor 10/15 to 01/16

- Oversaw 20 schools and 60 employees within the Chicago Public School district; contract value \$5M annually.
 - Executed weekly quality site inspections and trained employees on proper use of chemicals and use of Tennant machines; nearly 60 custodians trained on operating procedures.
-

Health Care Service Corporation, Chicago, IL, Administrative Assistant 09/14 to 09/15

- Supported 9 senior directors; managed their calendars in governance/operations department, enterprise/risk management department.
 - Scheduled and confirmed 18-20 meetings weekly; drafted 10 meeting agendas weekly in support of directors tasks.
 - Managed 5-10 travel arrangements and expense reports monthly in Corrigio; payouts averaged approximately \$27,000 per month.
 - Managed daily report paperwork, organized director personnel files, provided general support to directors while performing daily responsibilities such as ordering stock, maintain document retention and destruction in accordance with BCBS procedures.
-

Education and Training

Master Degree, Human Resource Management
Keller Graduate School of Management, Downers Grove, IL

Master Degree, Healthcare Management
Keller Graduate School of Management, Downers Grove, IL

Bachelor's Degree, Business Management Bellevue
University, Bellevue, Nebraska

Associate's Degree, Business Management
Olivet Nazarene University, Rolling Meadows, Illinois

CITY OF AURORA
REQUEST FOR PROPOSAL 24-093
JANITORIAL CLEANING SERVICES
AT VARIOUS CITY-OWNED BUILDINGS

REFERENCES

(Please Type)

Organization: Sun Times

Address: 848 E. Grand Avenue

City, State, Zip Chicago, Illinois 60611

Phone Number 312-321-2428

Contact Person: Tony Roberts

Date of Project Current Client

Organization: NAI Hiffman

Address 1 Oakbrook Terrace

City, State, Zip Oakbrook, Illinois 60181

Phone Number 630-368-0848

Contact Person: Mike VanZandt

Date of Project Current Client

Organization: Peak Construction

Address 9525 Bryn Mawr

City, State, Zip Rosemont, Illinois 60018

Phone Number 630-546-5156

Contact Person Bill Nielsen

Date of Project Current Client

Name: Rainbow Property Maintenance

Signature: 

Contractor's Name:

Signature & D

PROPOSER'S CERTIFICATION

I/We hereby certify that:

A. A complete set of proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.

B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.

C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105(A).

D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.

E. The Proposer is not barred from bidding on the Project, or entering into this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.

F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Rainbow Property Maintenance

ADDRESS 106 Stephen Street

CITY/STATE/ZIP CODE Lemont, IL 60439

AUTHORIZED OFFICIAL SIGNATURE

NAME OF CORPORATE/COMPANY OFFICIAL Rainbow

Maintenance

PLEASE TYPE OR PRINT CLEARLY

TITLE Director of Operations

DATE 9/10/0094

TELEPHONE (224) 639-0585

FAX

No.

Subscribed and Sworn to

Before me this /do day

(



Notary Public

of SEPTEMBER
K. 11. 11. 2024

OFFICIAL SEAL
KELLY AMMONS
NOTARY PUBLIC, STATE OF ILLINOIS
KANE COUNTY
MY COMMISSION EXPIRES 04/04/2026

STATE OF ILLINOIS

County of Kane

PROPOSER'S TAX CERTIFICATION

(PROPOSER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the PROPOSER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Proposer deposes, states and certifies that Proposer is not barred from contracting with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Proposer is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/1 1-42. I-I .

DATED this 16 day of SEPTEMBER, 2024.

By Alex Stamboliyski
(Signature of Proposer's Executing Officer)

ATTEST/WITNESS:

By Monika Swierk

Title CFO

Subscribed and sworn to before me this

16 day of SEPTEMBER

Kelly Ammons 2024.

(SEAL

OFFICIAL SEAL
KELLY AMMONS
NOTARY PUBLIC, STATE OF ILLINOIS
KANE COUNTY
MY COMMISSION EXPIRES 04/04/2026
Alex Stamboliyski

Kelly Ammons
Notary Public

(Print name of Proposer's Executing
Officer)

Director of Operations

(Title)

CITY OF AURORA
PROPOSAL FORM 24-093
JANITORIAL CLEANING SERVICES
AT VARIOUS CITY-OWNED BUILDINGS

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07.

No additional charges over base proposal price will be accepted without written approval of the Purchasing Director.

The City of Aurora reserves the right to reject any or all Proposals, or parts thereof, and to waive any technicality, informality or irregularity in the Proposals received, and to disregard all nonconforming or conditional Proposals or counter-proposals and to hold the best Proposals for ninety (90) days from the opening date set forth above. The City further reserves the right to award the Proposal to the lowest responsible Proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed Work or usage and therefore is in the best interest of the City.

SUBMITTED BY

COMPANY Rainbow Property Maintenance

ADDRESS 106 Stephen Street

CITY, STATE, ZIP Lemont, IL 60439

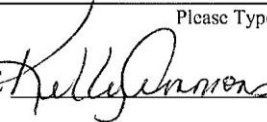
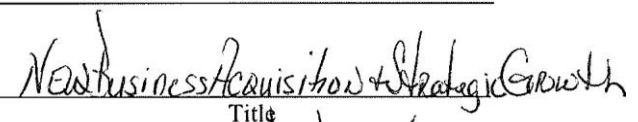
PREPARER'S NAME Kelly Ammons

Please Type

CONTRACT PERSON Kelly Ammons

Please Type

AUTHORIZED SIGNATURE

 *Kelly Ammons*  *New Business Acquisition + Strategic Growth*

PHONE 224)639-0585

FAX # ()

DATE 9/16/2024

APPENDIX E

CONTRACT

CITY OF AURORA
REQUEST FOR PROPOSAL 24-093

JANITORIAL CLEANING SERVICES
AT VARIOUS CITY-OWNED BUILDINGS

CONTRACT

THIS AGREEMENT, entered on this _____ day of _____ 2024, for [Janitorial Cleaning Services at Various City-Owned Buildings is entered into between the CITY OF AURORA

("City"), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and

_____("Contractor"), located at _____

WHEREAS, the City issued a Request for Proposal 24-093 Janitorial Cleaning Services at Various City-Owned Buildings; and

WHEREAS, the Contractor submitted a Proposal in response to the RFP and represents that it is ready, willing and able to perform the Services specified in the RFP and herein as well as any additional services agreed to and described in the Agreement; and

WHEREAS, on 2024, the City's awarded a contract to

IN CONSIDERATION of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. Agreement Documents. The Agreement shall be deemed to include this document, Contractor's response to the RFP, to the extent it is consistent with the terms of the RFP, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

RFP 24-093 Janitorial Cleaning Services at Various City-Owned Buildings

In connection with the RFP and this Agreement, Contractor acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Contractor represents that such material and information furnished in connection with the RFP and this Agreement is truthful and correct. Contractor shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. Scope of Services. Contractor shall perform the Services listed in the Scope of Services, attached hereto as Exhibit 1.

3. Term. This Agreement shall be for a period of two (2) years beginning January 1, 2025, with the option for two one-year extensions based on mutual agreement between the Proposer and the City of Aurora, unless sooner terminated in accordance with the terms contained herein, ends upon completion of the Services.

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4. Compensation.

a. Maximum Price. In accordance with the Contractor's Proposal, the maximum price for providing the Services shall be in accordance to the pricing on the RFP proposal form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement.

b. Schedule of Payment. The City shall pay the Contractor for the Services in accordance with the amounts set forth in Exhibit 2. The Contractor shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice. Each invoice shall be accompanied by a statement of the Contractor of the percentage of completion of the Services through the date of the invoice, where applicable.

5. Performance of Services.

Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

Notwithstanding the foregoing, Contractor shall not be responsible for the performance of construction contracts, work or products, or any deficiencies or effects resulting therefrom, of any contractor, subcontractor, manufacturer, supplier, fabricator, or consultant retained by the City or any other thirdparty, including any person working on their behalf. Nothing herein shall be construed as giving the Contractor the responsibility for or the authority to control, direct, or supervise construction, construction means, methods, techniques, sequences, procedures, and safety measures and programs except those which directly relate solely to Contractor's performance of Services as set forth in this Agreement.

6. Termination.

Termination for Convenience. The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days' notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided

herein, the City shall pay the Contractor only for services performed up the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. Miscellaneous Provisions.

a. Illinois Freedom of Information Act. The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. Entire Agreement. This Agreement, along with the documents set forth in Section I and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. Consents and Approvals. The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: ATTEST:

City Clerk

FOR_____

By_____

(If a Corporation)

CORPORATE NAME Rainbow Property Maintenance

(SEAL)

By Ernest Swierk

President — Contractor

ATTEST:

Monika Swierk

Secretary

(If a Co-Partnership)

Partners doing Business under the firm

Contractor

(If an Individual)(SEAL)

_____(SEAL)
Contractor

Rainbow Property Maintenance
Profit and Loss
January - June, 2024

| | Total |
|-----------------------------|--------------------------|
| Income | |
| Total Income | 1 146,263.86 |
| Total Cost of Goods Sold | (747,977.92) |
| Gross Profit | 398,285.94 |
| Total Expenses | (246 <u>006.57</u>) |
| Net Operating Income | 152,279.37 |
| Net Other Income/(Expenses) | (705.55) |
| Net Income | <u>151,573.82</u> |

