

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, as follows:

SECTION 1. That the contract with Willcam, Inc., d/b/a Vanguard Cleaning Systems of Alabama, situated at Huntsville, Alabama, to provide labor, equipment, materials and incidentals necessary to provide janitorial services for the Florence Police Department Office Building, Florence, Alabama, as stated in the attached proposal, in the total contract amount not to exceed \$19,320.00 per year and in accordance with the negotiated terms and conditions, and the same is hereby approved, ratified and confirmed.

SECTION 2. That the Council has investigated and ascertained and hereby finds Willcam, Inc., d/b/a Vanguard Cleaning Systems of Alabama, is duly licensed by the City of Florence and is qualified, responsible, and competent to perform such work.

SECTION 3. That the contract for such work be awarded to Willcam, Inc., d/b/a Vanguard Cleaning Systems of Alabama, and that the proper officials of the City execute the contract for such work in the name of and on behalf of said City.

ADOPTED this the _____ day of _____, 2025.

CITY COUNCIL

APPROVED this the _____ day of _____, 2025.

MAYOR

ADOPTED & APPROVED this the _____ day of _____, 2025.

CITY CLERK-TREASURER

STATE OF ALABAMA X
 X
COUNTY OF LAUDERDALE X

CONTRACT

THIS CONTRACT, made and entered into in duplicate, by and between the City of Florence, Alabama, a municipal corporation, party of the first part, to and with Willcam, Inc., d/b/a Vanguard Cleaning Systems of Alabama, a corporation, party of the second part.

WITNESSETH:

That for and in consideration of the mutual agreement of the parties, they do consent as follows, to-wit:

I

First party has heretofore accepted the proposal from the second party to provide labor, equipment, materials, and incidentals necessary to provide janitorial services for the Florence Police Department Office Building, Florence, Alabama, as stated in the attached proposal, and all in accordance with the negotiated terms and conditions.

And first party has heretofore, in pursuance of law, negotiated with the second party to perform the work. This is a price agreement in the total contract amount not to exceed \$19,320.00 (nineteen thousand three hundred twenty dollars) per year for janitorial services (or \$1,610.00 one thousand six hundred ten dollars monthly) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. All of the work shall be performed in accordance with the negotiated terms and conditions and the work shall be performed at a time agreed upon by both parties.

II

First party employs second party to supply the labor, equipment, materials and incidentals necessary to perform the work as negotiated, all in accordance with the requirements of the City of Florence, which said requirements and all conditions set out in the negotiations are hereby referred to and adopted and made a part of this contract.

III

Second party, for the same consideration, accepts the said agreement on the terms herein specified and subject to the following conditions, to-wit:

IV

The price agreed upon for items on which second party will work are the prices submitted by the second party in their proposal, in the total contract amount not to exceed \$19,320.00 (nineteen thousand three hundred twenty dollars) per year for janitorial services (or \$1,610.00 one thousand six hundred ten dollars monthly) and is the price submitted by the second party in their proposal which is attached hereunto and made a part of this contract. Additional work to be done or materials to be furnished, which in the opinion of the first party represents a

V

This contract shall be for a one (1) year period and shall be renewed annually two (2) times by mutual consent. Under no circumstances shall this contract extend beyond a three (3) year period as prescribed by Law. The City retains the right to cancel without cause upon thirty (30) calendar days' written notice any and/or all terms and conditions as agreed upon within the aforementioned scope of services.

The second party must maintain adequate insurance as follows: workmen's compensation meeting the Alabama statutory limits, and general liability insurance in the amounts of \$500,000.00 per occurrence; \$1,000,000.00 general liability aggregate. The City of Florence shall be named as additional insured.

VI

The second party shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof, or of his right, title, or interest therein, without written consent of the first party. No subcontracts, or transfer of contract, shall relieve the second party of his responsibility under the contract, as required by Alabama Law.

After obtaining approval, and before a subcontractor does any work, the second party shall furnish to the first party a facsimile of the executed subcontract. All provisions of this contract shall be included in any subcontract.

VII

The second party warrants that it is properly qualified to perform this contract in accordance with all applicable laws of the City of Florence, the State of Alabama and the United States.

The second party shall (1) furnish a sworn affidavit acknowledged before a notary public that the second party does not knowingly employ, hire for employment, or continue to employ, any unauthorized alien; (2) provide documentation that the second party is enrolled in the E-Verify program; (3) during the performance of this contract, participate in the E-Verify program and verify every employee that is required to be verified according to the applicable federal rules and regulations; and (4) require each of its subcontractors to enroll in the E-Verify program and to furnish a sworn affidavit before a notary public that the establishing that the subcontractor is enrolled in the E-Verify program.

If the second party uses one or more subcontractors in connection with the performance of this contract, the second party shall include in all subcontracts the requirement for compliance by the subcontractor with these provisions.

By entering into this contract, the second party affirms that for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

VIII

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall read and be enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted or not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.

IX

Second party agrees to indemnify and save harmless first party and its officers, directors, employees and affiliates from and against any and all liabilities, losses, penalties, fines, claims, cost and expenses incidental thereto (including cost of defense, settlement, and reasonable attorney's fees), which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of any claim, loss, action or cause of action for damages, both property and personal, including death, which may arise or is any way connected to the performance of this contract, whether caused by second party or anyone directly or indirectly employed by or affiliated with second party.

All laws, rules and regulations of the United States, State of Alabama, and the City of Florence as are applicable to the work to be performed hereunder shall be complied with.

It is fully understood and agreed that the second party is an independent contractor and not an employee, agent or representative of the first party. It is expressly understood and agreed that this contract is entered into solely for the mutual benefit of the parties herein and that no benefits, rights, duties, or obligations are intended or created by this contract as to third parties not a signatory hereto.

The second party shall secure and pay for all required licenses and permits.

Executed at Florence, Alabama, this _____ day of _____, 2025.

CITY OF FLORENCE, ALABAMA
a municipal corporation

BY: _____

Mayor

ATTEST:

FIRST PARTY

WILLCAM, INC., D/B/A VANGUARD
CLEANING SYSTEMS OF ALABAMA
a corporation

BY: _____

ATTEST:

ITS: _____

"SECOND PARTY"



SERVICE AGREEMENT

The undersigned Client hereby accepts the proposal of Willcam, Inc. (d/b/a VANGUARD CLEANING SYSTEMS OF ALABAMA) to arrange janitorial services to be performed in Client's premises located at: 702 South Seminary St., Florence, AL 35630

With the following terms:

1. Beginning [redacted] Vanguard Cleaning Systems of Alabama ("Company") will arrange for delivery of the professional commercial cleaning services described on the preceding "Service Schedule" 3 X WEEK days/week at a monthly cost of \$1,610.00 Carpet Shampoo, Stripping and Waxing of tiled areas, Scrubbing and Recoating with wax, and Window Cleaning services are available upon request at an additional charge.
2. Client accepts that the services to be provided under the Service Schedule will be delegated by Company to an independently-owned Vanguard Cleaning Systems® franchisee or subcontractor (each, a "Service Provider."). Client agrees to inform Company if dissatisfied with the Service Provider or the services.
3. The Contract Price stated in Paragraph 1, above, is subject to adjustment based upon substantial changes in occupancy or services requirements, but is otherwise applicable for one year from the date of this Agreement for the performance of Account. Each year on the contract anniversary, the contract price will be adjusted based on the inflation rate for the previous calendar year as published by the U.S. Department of Labor. Requirements services. Special Services are available upon request, with applicable terms detailed in a Special Services Attachment that becomes a part of this Agreement upon signing. If there is any inconsistency or conflict between a Special Services Attachment and the terms provided here, the Special Services Attachment will control. Either Client or Company can cancel this Agreement by giving 30 days advance written notice of cancellation to the other party after the first 90 days. Any modification to this Agreement must be in writing and signed by Client and Company.
4. Client will be invoiced each month for that month's service, with payment due by the 5th of the following month. Payments not received by the 10th of the month in which they are due are delinquent and subject to a service charge. Company can suspend services pending receipt of late payments without liability. The contract price excludes any use tax, tax on sales, services or supplies, or other such tax, which are payable by Client. Client will reimburse Company for any taxes paid by Company on Client's behalf.
5. Services are not provided on New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate arrangements are made for an additional charge. The contract price is not pro-rated or reduced for non-performance of scheduled services on the noted holidays.
6. Client will deliver to Company with a signed copy of this Agreement one set of keys for the Service Provider, which will be returned to Client if this Agreement is cancelled. Client understands that Service Provider cannot make an agreement on Company's behalf.

Accepted:

City of Florence

Vanguard Cleaning Systems of Alabama

Title

Title

Date Signed

Date Signed

