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	of	, 2025.
	CITY COUNC	SIL
APPROVED this the	day of	, 2025.
		•
	MAYOR	
	WATOK	
ADOPTED & APPROVED this the	day of	, 2025.
	CITY CLERK-TRE	ACUDED
	OIT CLERK-IRE	HOUKEK

STATE OF ALABAMA }{
COUNTY OF LAUDERDALE }{

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:

1

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.

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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

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.

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 bereto.

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:	
Beginning Vanguard Cleaning Syston the preceding "Service Schedule" 3 X WEEK days/with wax, and Window Cleaning services are available.	tems of Alabama ("Company") will arrange for delivery of the professional commercial cleaning services described week at a monthly cost of \$1,610.00 Carpet Shampoo, Stripping and Waxing of tiled areas, Scrubbing and Recoating e upon request at an additional charge.
2. Client accepts that the services to be provided un franchisee or subcontractor (each, a "Service Provide	nder the Service Schedule will be delegated by Company to an independently-owned Vanguard Cleaning Systems* er."). Client agrees to inform Company if dissatisfied with the Service Provider or the services.
based on the inflation rate for the previous calendar request, with applicable terms detailed in a Special St between a Special Services Attachment and the term	is subject to adjustment based upon substantial changes in occupancy or services requirements, but is otherwise ent for the performance of Account. Each year on the contract anniversary, the contract price will be adjusted or year as published by the U.S. Department of Labor. Requirements services. Special Services are available upon ervices Attachment that becomes a part of this Agreement upon signing. If there is any inconsistency or conflict is provided here, the Special Services Attachment will control. Either Client or Company can cancel this of cancellation to the other party after the first 90 days. Any modification to this Agreement must be in writing
price excludes any use tax, tax on sales, services or Company on Client's behalf. 5. Services are not provided on New Year's Day, Pres	n's service, with payment due by the 5th of the following month. Payments not received by the 10 th of the month a service charge. Company can suspend services pending receipt of late payments without liability. The contract supplies, or other such tax, which are payable by Client. Client will reimburse Company for any taxes paid by sident's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, unless separate
arrangements are made for an additional charge. The	e contract price is not pro-rated or reduced for non-performance of scheduled services on the noted holidays. Yof this Agreement one set of keys for the Service Provider, which will be returned to Client if this Agreement
Accepted:	
City of Florence	Vanguard Cleaning Systems of Alabama
Title	Title
Date Signed	Date Signed

SCOPE OF WORK: (WHERE APPLICABLE) Cleaning day will be determined at walk through

	SUN	MON	TUE	WED	THU	FRI	SAT	W/M/
BUILDING ENTRANCES	经验证的							<u>u</u>
Spot clean all interior area and lobby front doors and entrance glass		×	3.367045.78.78.	x	CONTRACTOR SERVICE	×		
Vacuum entrance matting; roll up mats and mop hard floor surfaces		×		×		x		
Sweep or vacuum hard floor surfaces; damp mop as needed		×		×		x		
Empty trash and replace can liners as needed		×		×		×		
Squeegee all interior entrance and vestibule glass		×		×		×		
Remove cobwebs from upper and lower corners						1		м
LOBBIES/RECEPTION AREAS								
Vacuum carpeted traffic areas		×		×		×		200000000000000000000000000000000000000
Sweep or vacuum hard floor surfaces; damp mop as needed		x		×		x		<u> </u>
Empty trash and recycling; replace can liners as needed		×		×		x		
Spot clean any internal window glass, doors, table glass		х		×		x		
Clean baseboards, edges and corners			***********					м
Clean all lower glass windows inside & out			***************************************					w
Clean glass table			*****		*************			w
Dust ledges & handrails and door knobs								w
Spot clean wall surfaces, handrails & door knobs							,	M
Dust window sills, furniture, flat surfaces, picture frames								м
Dust high reach areas including vents, and grills			***************************************		-			м
Remove cobwebs from upper and lower corners						-		м
HALLWAYS/COMMON AREAS	Paragraphy of the state of the						NE SA	
Sweep or vacuum hard floor surfaces; damp mop as needed	I	×	2,400,000,000	×	107467.037	X		
Vacuum carpeted traffic areas		×		×		×		
Empty trash and recycling; replace can liners as needed		×		×		×		
Spot clean any internal window glass		x		x	-	×		
Clean water fountains		x		х		x		
Vacuum carpeted areas edge to edge		x		x		x	************************	
Clean baseboards, edges and corners								м
Oust window sills, furniture, flat surfaces, picture frames			***************************************					M
Dust high reach areas including vents, and grills								M
Remove cobwebs from upper and lower corners								M

	SUN	MON	TUE	WED	THU	FRI	SAT	M/Q
RESTROOMS								
Restock toilet paper, paper towels, hand soap, and other supplies	The second second second	×		×	- Contragantes	×		
Empty trash and replace can liners as needed		x		x		×		***************************************
Empty sanitary napkin receptacle and clean with disinfectant		x		x		×		
Wipe door handles, partition handles, dispensers, and light switches		x		х	 	×		<u> </u>
Dust sweep and damp mop ceramic and resilient floor surfaces with disinfectant		x		x		×		
Clean restroom fixtures including dispensers, toilet bowls, toilet seats, urinals, and sinks		x		x		x	-	
Clean and polish mirrors, glass and chrome		x		x		x		
Pour hot water down floor drains to prevent dried traps and sewer gas back ups		x		x	14	x		
High dust tops of doors, partitions, mirrors, and air vents								М
Wipe trash recepticals								М
OFFICES/CUBICLES/ADMINISTRATIVE WORK AREAS/CONFERENCE ROOMS								
Empty trash and replace can liners as needed		x	T	X		×		<u> </u>
Empty mixed recycling (paper, cans, bottles)		×		×		х		
Dust furniture, desks, chairs, credenzas, tables, and cabinets Dust specific office equipment (computer screens, etc.) per client instructions. Papers and folders will not be moved.								w
Clean & maintain janitorial closets								w
Vacuum all carpet				***************************************				w
Spot clean all carpet		×		x		x		
Clean water fountains	 	×		×		x		
Vacuum carpeted areas in private offices and cubicles	1	×		×		×	***********	
Wipe down conference table(s) and arrange chairs around conference table(s)		x	-	x		x		
Spot clean side light glass and internal window glass		x		x		×		
Vacuum carpeted areas edge to edge		x		×		x		
Clean baseboards, edges, corners, wall surfaces, door knobs, handrails & switch plates								м
Dust window sills, furniture, flat surfaces, picture frames					1			М
Dust high reach areas including vents, and grills								М
Remove cobwebs from upper and lower corners				***************************************				М
KITCHEN/BREAKROOM			N. Harris					
Empty trash and recycling and replace can liners as needed		x		X	Poder Charles	x		
Sweep and damp mop tile floor or vacuum carpeted floor		х		×		x		
Wipe exterior of refrigerator		x		x		×		
Damp wipe exterior and interior of microwave oven(s)		x		x		×		
Damp wipe table tops, counters, and exteriors of cabinets		x		x		x		
Clean sinks (client responsible for dishes in sinks)	1	×	-	×		×		
Clean front, tops, and sides of trash receptacles	 	x		x		x		
Spot clean side light glass and internal window glass		×		x		×		
Dust window sills, furniture, flat surfaces, picture frames	-							М
Dust high reach areas including vents, and grills	1							
Remove cobwebs from upper and lower corners	1							M
STAIRWELLS		(854)59/1980	LEW CONTRACTOR	ATTANK AND	1000 PRO 1000	2.4.7.4.7.7.5	14.6574.00	M
Sweep & or Vacuum steps and landings		ALSO AND I	0.0010000000000000000000000000000000000	Marie CV	THE SALES AS	20 - E-07 (EV	Of the Co.	
Dust ledges and bannisters	 							M
Mop stair treads and remove scuff marks								M
								M