

COMMONWEALTH OF KENTUCKY Office of the Attorney General 700 Capital Ave, Suite 34 Frankfort, KY 40601	Contract for Nonprofessional Services
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Terms and Conditions

1. Location of Service: Office of the Attorney General, Suite 304, 320 Whittington Parkway, Louisville, KY 40222.
2. Period of Service: from July 1, 2018 through June 30, 2019. This contract may be extended at the completion of the initial contract period for 1 additional one-year period. (If this is a one time service substitute this: One time service. Required/ requested service date: Day, Month, Year)
3. Services provided by Vendor/Contractor/Proprietor: The service provider will clean and maintain in a clean and presentable manner all floors, offices and restroom facilities. The services will be performed after normal working hours for the agency.

Services to be performed:

Shampoo carpet quarterly

Strip, Seal and Wax kitchenette area yearly and scrub and re-coat every 6 month

dust, vacuum, pull trash, wipe down counters, clean microwave, pick up trash around outside door and parking lot three times weekly. Monday, Wednesday and Friday.

4. Items/Supplies/Equipment provided by Agency (if necessary) and Provider: The agency will provide all consumable supplies, i.e. toilet paper, paper towels, hand soap, etc. The service provider will provide all cleaning supplies and equipment, i.e. floor and fixture cleaning detergents, floor waxes, brooms, brushes, mops, and floor care equipment.
5. Inspection and Acceptance of Services: The provider will have weekly or semiweekly inspections with the agency representative. During this inspection the provider and agency will review the facilities and discuss any improvements or changes, if needed. The agency representative will approve the provider's invoice before payment is authorized.
6. Invoicing Instructions: The vendor is responsible to submit an invoice to the agency at the address indicated above on or before the 10th of the month following the month in which the service(s) were rendered.
7. Payment Terms: The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's accurate invoice in accordance with KRS 45.453 and KRS 45.454.
8. Total cost restriction: Cost of services shall not exceed \$20,000 per fiscal year.

9. Taxes: The Office of the Attorney General is a tax exempt government agency. Our purchase exemption number is ST037123

10. Governmental Mandates (Workman's Compensation, Unemployment Insurance, etc.): The Vendor/Contractor/Proprietor is responsible for compliance with all applicable mandates concerning this agreement. For the purposes of this contract the Vendor/Contractor/Proprietor is deemed to be an independent agent and is not considered to be an employee of the Commonwealth. This agreement is governed by the laws of the Commonwealth of Kentucky.

11. Modifications to Contract: The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties; however modifications will not result in the expenditures against this contract exceeding \$20,000 per fiscal year.

12. Termination of Contract: This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

13. Basis of Price Quotation: The provider agrees to provide the cleaning services as requested above for the monthly price of \$659.52, and agrees to monthly payments made within thirty (30) working days after receipt of approved invoice by the agency. Approved invoice means the agency has approved the work provided during the period indicated on the invoice.

14. Validity of Offer: This offer is valid for thirty (30) days and the provider offers *_0_% __0_ Days, Net 30 WD prompt payment discount (i.e.2%10, N30WD).

15. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Contract shall be brought in state or federal court in Franklin County, Kentucky.

16. Access to Records: The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

17. Discrimination: Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, or age. The contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The contractor agrees to provide, upon request, needed reasonable accommodations. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive

Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The undersigned hereby swears and affirms that he/she has the authority to contract on behalf of the Vendor/Contractor/Proprietor, and agrees to the terms and conditions contained herein or incorporated by reference herein.

Vendor:

Cleaning by Sheree

Signature

Date

Address

Tax ID #