Commonwealth of Kentucky
PURCHASE ORDER

<table>
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<tr>
<th>Document Number</th>
<th>PO 040 2300001547</th>
<th>Version: 1</th>
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<tbody>
<tr>
<td>Record Date:</td>
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<tr>
<td>Document Description:</td>
<td>Janitorial Services for Prestonsburg Office</td>
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<tr>
<td>Cited Authority:</td>
<td>FAP111-55-00-05</td>
<td>Non-Professional Services</td>
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<td>Reason for Modification:</td>
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</tbody>
</table>

Issuer Contact:  
Name: Michelle Lacy  
Phone: 502-696-5615  
E-mail: michelle.lacy@ky.gov

Ship To:  
Name: Office of the Attorney General  
Address: 1024 Capital Center Dr, Suite 200  
City: Frankfort  
State: KY  
Zip: 40601

Bill To:  
Name: Office of the Attorney General  
Address: 1024 Capital Center Dr, Suite 200  
City: Frankfort  
State: KY  
Zip: 40601

Vendor Name:  
SHANE SYSTEMS, INC.  
44 MEADOWBROOK COURT  
PRESTONSBURG  
KY  
41653

Vendor No.  
KY0033469

Vendor Contact:  
Name: ERNIE GULLETT  
Phone: 606-263-4930  
E-mail: ERNYVON@SUDDENLINKMAIL.COM

Effective From: 09/15/2022  
Effective To: 06/30/2023

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<th>Line Item</th>
<th>Delivery Date</th>
<th>Quantity</th>
<th>Unit</th>
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<td>0.00000</td>
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<td>Janitorial/Custodial Services</td>
<td>$0.000000</td>
<td>$3,600.00</td>
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Extended Description:  
Janitorial Services for Office of the Attorney General, 361 N Lake Drive, Prestonsburg, KY 41653

The service provider shall provide a deep, thorough one time cleaning of the offices and bathrooms. This includes washing all walls, windows, and carpets shampooed. This one time cleaning shall be prescheduled with the Executive Director of Administrative Services.

The service provider will clean and maintain in a clean and presentable manner all floors, offices and restroom facilities one (1) day a week. The services will be performed during the working hours of 2:00 p.m. to 4:00 p.m. This includes, but is not limited to, emptying all trashcans, sweeping floors, dusting all furniture, disinfecting phones and all other shared surfaces, mopping and cleaning floors, and cleaning and stocking all restroom facilities. The one day a week cleaning will also be prescheduled with the Executive Director of Administrative Services.

TOTAL ORDER AMOUNT: $3,600.00
NON-PROFESSIONAL SERVICES CONTRACT TERMS

I. AWARD OF CONTRACT:
This written notice of award (or acceptance of offer) mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

II. KENTUCKY SALES AND USE TAXES:
Sales of tangible personal property or services to the State of Kentucky and its agencies are not subject to state sales or use taxes. The agency shall furnish the tax exemption number for applicable tax exempt purchases.

III. COMPLIANCE WITH STATE LAWS:
Contracts and orders shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws.

IV. CONTRACT MODIFICATIONS:
No modification to this contract shall be permitted unless the contractor receives written approval from the Commonwealth of Kentucky.

If the contractor believes modifications are necessary, he/she may request approval of the Commonwealth of Kentucky. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

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.

V. SELLER'S INVOICES:
Invoices shall be prepared and transmitted to the agency receiving the goods or services on or before the 10th of the month following the month in which the service(s) were rendered. One copy shall be marked “original” unless otherwise specified. Invoices shall contain, at a minimum, the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended totals.

VI. LOCATION OF SERVICE: Office of the Attorney General, 361 N Lake Drive, Prestonsburg, KY

VII. PERIOD OF SERVICE: from 9/15/2022 to 06/30/2023. This contract may be extended at the completion of the initial contract period for 1 additional one-year period.

VIII. SERVICES PROVIDED BY VENDOR: The service provider shall provide a deep, thorough one time cleaning of the offices and bathrooms. This includes washing all walls, windows, and carpets shampooed. This one time cleaning shall be prescheduled with the Executive Director of Administrative Services. Contact is Stacy Woodrum, stacyR.woodrum@ky.gov, phone 502-892-1080.
The service provider will clean and maintain in a clean and presentable manner all floors, offices and restroom facilities one (1) day a week. The services will be performed during the working hours of 2:00 p.m. to 4:00 p.m. This includes, but is not limited to, emptying all trashcans, sweeping floors, dusting all furniture, disinfecting phones and all other shared surfaces, mopping and cleaning floors, and cleaning and stocking all restroom facilities. The one day a week cleaning will also be prescheduled with the Executive Director of Administrative Services. Contact is Stacy Woodrum, stacyR.woodrum@ky.gov, phone 502-892-1080.

**IX. SUPPLIES/EQUIPMENT:** 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.

**X. INSPECTION AND ACCEPTANCE OF SERVICES:** The provider will have weekly inspections with the agency representative or his/her designee. 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.

**XI. 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. All invoices should be emailed to OAG.Purchasing@Contracts@ky.gov

The Commonwealth shall pay all invoices in accordance with KRS 44.010, KRS 45.453 and KRS 45.454, which basically is “when due, and within 30 working days after receipt of approved invoice.” Vendor/Contractor/Proprietor with the ability to accept credit card transactions must accept the Commonwealth Procurement Card (MasterCard) for payment of services

**XII. TOTAL COST RESTRICTION:** Cost of services shall not exceed $3,600.00 per fiscal year.

**XIII. 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.

**XIV. TERMINATION OF CONTRACT:** Either party may terminate this agreement at any time for just cause, or either party may cancel this agreement with thirty (30) days written notice.

**XV. 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.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Stacy R. Woodrum
Signature
Stacy Woodrum
Printed Name

Executive Director, Administrative Services
Title

September 6, 2022
Date

2nd Party:

[Signature]
Signature
Ernie Collett
Printed Name

Title

9-6-2022
Date