



Commonwealth of Kentucky

PURCHASE ORDER

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Record Date:	05/12/2023		
Document Description:	Renewal-Bowling Green Office Janitorial Services		
Cited Authority:	FAP111-55-00-05 Non-Professional Services		
Reason for Modification:			

Issuer Contact:	Ship To:	Bill To:
Name: Michelle Lacy	Office of the Attorney General - Bowling Green	Office of the Attorney General
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	Bowling Green KY 42101	Frankfort KY 40601

Vendor Name:	Vendor No.
B&B CLEANING CO., INC.	KY0069533
	Vendor Contact
	Name: KELLY ZACHARY
4681 RUSSELLVILLE ROAD	Phone: 2707966991
	E-mail: kelly@bbcleanco.com
BOWLING GREEN KY 42101	

Effective From: 07/01/2023 **Effective To:** 06/30/2024

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Renewal-Janitorial/Custodial Services	\$0.000000	\$7,200.00	\$7,200.00

Extended Description:
Janitorial Services for Office of the Attorney General, 360 East 8th Avenue, 3rd Floor, Bowling Green, KY 42101

The service provider will clean and maintain in a clean and presentable manner all floor surfaces, offices, common areas, kitchen, appliances, and conference rooms one (1) day a week. The services will be performed during the working hours of 1:00 p.m. to 4:00 p.m. central time. This includes, but is not limited to, emptying all trashcans, vacuuming and sweeping floor surfacing, dusting all furniture, disinfecting phones and all other shared surfaces, mopping and cleaning floor surfaces, wipe down counters, cleaning appliances such as microwave and refrigerator. All interior sides of windows and exterior and interior sides of door should also be cleaned.

The office is a total of 2,211 square feet and does not include a bathroom for cleanup.
Initial Contact PO 040 23*3048

TOTAL ORDER AMOUNT:	\$7,200.00
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ATTACHMENT A
AWARD CONTRACT
FOR
BOWLING GREEN OFFICE JANITORIAL SERVICES
BETWEEN
THE COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
AND
B&B CLEANING COMPANY INC.

CONTRACT # PO 040 2300005972

brad@bbcleanco.com
270-792-0174

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.

B&B Cleaning Company, Inc., will clean and maintain in a clean and presentable manner all floor surfaces, offices, common areas, kitchen, appliances, and conference rooms one (1) day a week. The services will be performed during the working hours of 1:00 p.m. to 4:00 p.m. central time. This includes, but is not limited to, emptying all trashcans, vacuuming and sweeping floor surfacing, dusting all furniture, disinfecting phones and all other shared surfaces, mopping and cleaning floor surfaces, wipe down counters, cleaning appliances such as microwave and refrigerator. All interior sides of windows and exterior and interior sides of door should also be cleaned.

B&B Cleaning Company, Inc., will provide all cleaning supplies and equipment, i.e. floor and fixture cleaning detergents, paper towels, floor waxes, brooms, brushes, mops, and floor care equipment.

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.

III. COMPLIANCE WITH STATE LAWS:

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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 Office of Procurement Services.

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

V. SELLER'S INVOICES:

Invoices, if required, shall be prepared and transmitted to the agency receiving the goods or services. 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. SHIPPING

All shipping shall be **F.O.B. Destination Freight Prepaid and Allowed.**

VII. DELIVERY

Delivery shall be **thirty (30) days** after receipt of order (ARO).

The Vendor agrees that when delivery is not made within the contracted due date, one percent (1%) per day will be deducted from the Vendor's invoice for each day the Vendor fails to meet the contracted delivery date.

VIII. WARRANTY

The Vendor shall provide its most favorable warranty. A copy of such warranty shall be furnished to the agency upon delivery of the equipment. The Vendor will not be liable under the above warranty for any defects or damages resulting from unforeseeable causes beyond the control and without the fault or negligence of the Vendor, such as misuse or neglect by the State, acts of God, fires, floods and hurricanes.

IX. PAYMENTS

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. Invoices must show the date and time of each weekly cleaning. 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

X. ACCESS TO RECORDS

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The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

XI. GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

XII. DISCRIMINATION (Effective April 8, 2015)

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

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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.

XIII. Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to [KRS 45A.485](#), they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

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[KRS Chapter 136](#) (CORPORATION AND UTILITY TAXES)
[KRS Chapter 139](#) (SALES AND USE TAXES)
[KRS Chapter 141](#) (INCOME TAXES)
[KRS Chapter 337](#) (WAGES AND HOURS)
[KRS Chapter 338](#) (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
[KRS Chapter 341](#) (UNEMPLOYMENT COMPENSATION)
[KRS Chapter 342](#) (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor represents that, pursuant to [KRS 45A.607](#), they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in [KRS 11A.236](#) during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to [KRS 45A.328](#), they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

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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

Executive Director, Office of Administrative Services
Title

Stacy Woodrum
Printed Name

April 21, 2023
Date

2nd Party:


Signature

Vice President
Title

Brad Zachary
Printed Name

4/20/2023
Date