

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT (NKADD)

REQUEST FOR PROPOSALS (RFP)

NKADD Cooperative Contract for Janitorial Services, Facility Hygiene and Exterior Maintenance

Fiscal Years 2027, 2028, and 2029

With Optional Two (2) One-Year Renewals

Issued By

Northern Kentucky Area Development District (NKADD)

22 Spiral Drive Florence, Kentucky 41042

Phone: (859) 283-1885

Website: www.nkadd.org

RFP Number:

NKADD-JANITORIAL-2026-02

Release Date: June 15, 2026

Questions due: June 26, 2026, 5:00 pm ET

Proposal Due Date: July 6, 2026, 5:00 pm ET

NKADD Contact: Chris Courtney, Associate Director of Local Government Services

Email: lgs@nkadd.org

Phone: 859-283-1885

TABLE OF CONTENTS

1. ADVERTISEMENT FOR PROPOSALS	2
2. INTRODUCTION AND GENERAL INFORMATION.....	4
3. SCOPE OF SERVICES.....	7
4. PROPOSAL SUBMISSION REQUIREMENTS.....	11
5. COST PROPOSAL REQUIREMENTS	15
6. GENERAL TERMS AND CONDITIONS	19

1. ADVERTISEMENT FOR PROPOSALS

COOPERATIVE PURCHASING NOTICE

This solicitation is being issued by the Northern Kentucky Area Development District (NKADD) as the Lead Procurement Agency (LPA) on behalf of the Northern Kentucky Area Development District Cooperative Purchasing Program and participating public agencies. The resulting contract is intended to serve as a cooperative purchasing vehicle that may be utilized by eligible public entities including, but not limited to, local governments, regional agencies, public authorities, educational institutions, and nonprofit organizations as permitted by law.

Firms responding to this solicitation should understand that they are proposing not only to provide services to NKADD, but also to make their awarded pricing, services, and contract terms available to eligible participating agencies that elect to utilize the resulting cooperative contract.

Awarded contractors will be required to support cooperative purchasing participation, provide sales reporting, and remit the administrative fee described in this solicitation. Proposers should carefully review Exhibit A – Cooperative Contract Requirements and Administrative Fee Provisions.

NOTICE IS HEREBY GIVEN that the Northern Kentucky Area Development District (NKADD) is requesting sealed proposals from qualified firms to provide janitorial solutions and services to those eligible public agencies who intend to use this cooperative contract fiscal years ending June 30, 2027, June 30, 2028, and June 30, 2029, with optional renewals for two (2) additional one-year periods.

Questions regarding this RFP must be submitted in writing to the designated NKADD contact person: **Chris Courtney**, Associate Director of Local Government Services in writing only, submitted via email at lgs@nkadd.org no later than **June 26, 2026, at 5:00 pm ET**. Responses will be posted on the NKADD website.

Submission Requirements

All proposals shall be clearly identified as:

"PROPOSAL – NKADD COOPERATIVE CONTRACT FOR JANITORIAL SERVICES, FACILITY HYGIENE AND EXTERIOR MAINTENANCE"

RFP NO. NKADD-JANITORIAL-2026-02

Proposals may be submitted either in hard copy or electronically. Hard-copy proposals shall be delivered to:

Northern Kentucky Area Development District

ATTN: Chris Courtney

22 Spiral Drive

Florence, KY 41042

Electronic proposals may be submitted via email in PDF format to: lgs@nkadd.org

The subject line of emailed proposals shall state: **"Proposal Submission – NKADD Cooperative Contract for Janitorial Services, Facility Hygiene and Exterior Maintenance – RFP No. NKADD-JANITORIAL-2026-02."**

Proposals must be received by NKADD no later than **July 6, 2026 at 5:00pm ET**. For electronic submissions, the time stamp of the receiving email system shall determine timeliness. It is the responsibility of the proposer to ensure that its proposal is received prior to the submission deadline. Late proposals, regardless of delivery method, will not be considered.

NKADD reserves the right to reject any or all proposals, waive informalities and irregularities, request clarifications, negotiate with qualified proposers, and accept the proposal deemed to be in the best interest of NKADD and participating agencies. This

solicitation will be publicly posted on NKADD website at NKADD.org beginning June 15, 2026 until the proposal due date.

2. INTRODUCTION AND GENERAL INFORMATION

Purpose

The Northern Kentucky Area Development District (NKADD) is issuing this Request for Proposals (RFP) to establish one or more cooperative contracts with qualified firms capable of providing janitorial services, facility hygiene programs, exterior maintenance services, and related facility cleaning services to NKADD member governments and other eligible participating agencies.

As a regional development organization serving Northern Kentucky communities, NKADD recognizes the increasing need for reliable, scalable, and cost-effective facility service solutions that help local governments maintain clean, safe, and operational public facilities.

Through this solicitation, NKADD seeks to establish a competitively awarded cooperative contract that provides participating agencies access to qualified service providers capable of supporting facilities of varying size, complexity, and operational requirements.

Primary users of this contract are expected to include:

- Cities
- Counties
- Public Safety Agencies
- Libraries
- Parks and Recreation Departments
- Public Works Departments
- Utility Systems
- Area Development Districts
- Special Districts
- Transit Agencies
- Educational Institutions
- Nonprofit Organizations
- Other Public Agencies Authorized to Utilize Cooperative Contracts

The resulting contract is intended to provide participating agencies with access to comprehensive facility service solutions through a single cooperative procurement vehicle while reducing administrative burden and leveraging regional purchasing power.

Cooperative Contract Intent

This Request for Proposals is being conducted to establish a competitively solicited cooperative contract that may be utilized by NKADD members and other eligible participating agencies.

The resulting agreement is intended to function as a Master Cooperative Contract. The awarded contractor may provide services to additional public agencies beyond the membership of NKADD that elect to participate through the cooperative purchasing program.

By submitting a proposal, the proposer acknowledges and agrees that:

- The resulting contract may be used by other eligible participating agencies under the same or substantially similar terms and pricing.
- The awarded contractor's customer base may extend beyond NKADD membership.
- Participating agencies will contract directly with the awarded contractor for services performed.
- Participating agencies may negotiate agency-specific administrative or operational provisions that do not materially alter the competitively awarded scope, pricing structure, or cooperative purchasing framework.
- Administrative fees, sales reporting requirements, and cooperative participation requirements described in Exhibit A shall apply to all sales made through the resulting cooperative contract.

The intent of this solicitation is to create a contract vehicle that delivers value to members of NKADD and to any participating public agencies while expanding opportunities for awarded contractors. NKADD encourages participation by local, regional, and small businesses. Firms may propose service coverage within specific geographic regions where they can effectively deliver services.

NKADD reserves the right to make multiple awards under this solicitation. Awards may be made by geographic region, service category, contractor specialization, or other factors determined to be in the best interests of Participating Agencies.

Term of Engagement

NKADD intends to enter into an agreement for an initial term covering fiscal years 2027, 2028, and 2029, with the option to renew for two (2) additional one-year periods upon mutual written agreement.

Questions and Addenda

Questions regarding this RFP must be submitted in writing to the designated NKADD contact person: **Chris Courtney, Associate Director of Local Government Services via email at lgs@nkadd.org no later than June 26, 2026, at 5:00 pm ET.**

Responses and any addenda issued by NKADD shall become part of this solicitation. Only written addenda issued by NKADD shall be considered official.

3. SCOPE OF SERVICES

General Scope

Scope of Services

The awarded contractor(s) shall provide facility hygiene and janitorial service solutions necessary to support the cleanliness, safety, appearance, maintenance, and operational efficiency of public facilities.

Services may be requested on an as-needed basis and may vary significantly depending upon the size, facility type, operational requirements, and budget of each Participating Agency.

Services may include:

Contract janitorial services

- Daily, weekly, monthly, and periodic cleaning
- Restroom sanitation and hygiene programs
- Day porter services
- Public area cleaning
- Deep cleaning services
- Public health response cleaning
- Disinfection and sanitization services
- Kitchen and food service cleaning
- Event support cleaning
- Emergency cleaning services
- Waste collection and recycling support
- High-pressure cleaning

Technology and Performance Management

As a part of providing facility hygiene and janitorial services, Contractors are encouraged to provide technology-enabled service delivery systems supporting:

- Quality assurance inspections
- Service verification
- Work order management
- Performance reporting
- KPI tracking
- Safety compliance monitoring
- Operational analytics

In addition to facility hygiene and janitorial services, other services may be requested on an as-needed basis and may vary significantly depending upon the size, facility type, operational requirements, and budget of each Participating Agency. These may include the following:

Asset Preservation Services

- Hard surface floor maintenance
- Floor stripping and refinishing
- Floor resurfacing and repair
- Carpet cleaning and extraction
- Tile and grout cleaning
- Window cleaning
- HVAC vent cleaning
- Interior appearance maintenance

Exterior Maintenance Services

- Landscaping and grounds maintenance
- Snow and ice management
- Parking lot maintenance
- Exterior porter services
- Pressure washing
- Exterior facility cleaning
- Signage maintenance
- Public space appearance management

Facility Operations Support

- Day porter services
- Event support cleaning
- Consumable supply monitoring and replenishment
- Restroom supply management
- Waste and recycling support services
- Public area appearance management
- Occupancy-based cleaning support
- Emergency cleaning response services
- Seasonal cleaning programs
- Other related janitorial and facility cleaning support services

Specialty and Trade Services

- Handyman services
- Painting services
- Pest control coordination
- Minor facility repairs
- Post-construction cleaning
- Emergency response services
- Public facility readiness support
- Other mutually agreed facility support services

Facilities Covered Under Contract

Potential facilities include but are not limited to:

- City Halls
- County Administrative Buildings
- Police Stations
- Fire Stations
- EMS Facilities
- Courthouses
- Libraries
- Community Centers
- Parks Facilities
- Public Works Buildings
- Utility Facilities
- Transit Facilities
- Museums
- Tourism Facilities
- Other Public Buildings

4. PROPOSAL SUBMISSION REQUIREMENTS

Proposal Format

Proposals shall contain the following sections:

- Cover Letter
- Table of Contents
- Firm Qualifications and Experience
- Key Personnel and Account Management Structure
- Service Delivery Approach
- Quality Assurance and Performance Management Program
- Safety and Training Program
- Technology and Reporting Capabilities
- References
- Pricing Proposal
- Completed Signature on Exhibit A

Cover Letter

The Cover Letter shall:

- Identify the proposer and primary contact person
- Confirms the firm's intent to provide the services contemplated by this solicitation
- Confirms the firm's intent to comply with all cooperative purchasing requirements, sales reporting requirements, and administrative fee obligations identified in Exhibit A.
- Confirms proposal validity for ninety (90) days
- Be signed by an individual authorized to legally bind the proposing firm.

Firm Qualifications and Experience

The proposer shall provide information demonstrating its qualifications, experience, and ability to successfully provide the services contemplated by this solicitation.

At a minimum, the proposer shall include:

- Company overview, including years in business, ownership structure, and primary service offerings.
- Description of experience providing janitorial services, facility hygiene programs, floor care services, exterior maintenance services, and related facility cleaning services.
- Description of experience serving governmental, educational, commercial, healthcare, institutional, or other facilities of similar size and complexity.
- Identification of geographic areas currently served and the geographic areas the proposer is prepared to serve under the resulting contract.
- Description of the firm's staffing resources, operational capabilities, supervisory structure, and ability to support multiple customer locations.
- Description of emergency response capabilities, after-hours service availability, and surge staffing resources, if applicable.
- Examples of similar contracts or projects performed within the past five (5) years, including a brief description of the services provided.
- A minimum of three (3) references from current or former clients. References should include:
 - Organization Name
 - Contact Name and Title

- Phone Number
- Email Address
- Description of Services Provided
- Length of Relationship

NKADD recognizes that proposers may vary in size and organizational structure. Experience serving governmental entities is desirable but not required. Experience serving commercial, educational, healthcare, institutional, or other facilities of similar size and complexity may be submitted as evidence of relevant qualifications.

Proposers may identify specific geographic regions, counties, municipalities, or service territories where they can provide services under the resulting contract.

Key Personnel and Account Management

Identify the individual(s) who will be responsible for contract administration, customer service, operational oversight, quality assurance, and service delivery for Participating Agencies utilizing the cooperative contract.

Provide information regarding the experience, qualifications, and responsibilities of personnel who will support the contract. Proposers may identify individuals serving multiple roles and are not required to maintain a specific organizational structure.

At a minimum, proposers should identify personnel responsible for:

- Contract administration and customer support
- Operational management and service delivery
- Quality assurance and service inspections
- Employee supervision and training
- Safety oversight
- Escalation and issue resolution

Describe your firm's account management structure and explain how Participating Agencies will receive operational support, service oversight, performance reviews, communication, and ongoing customer service throughout the contract term.

Include an organizational chart, resumes, position descriptions, or other information the proposer believes demonstrates its ability to successfully perform the services contemplated by this solicitation.

Service Delivery Approach

Please describe your overall approach to providing janitorial and related cleaning services, including:

- Staffing and supervision practices
- Communication and customer service procedures
- Quality assurance and validation methods
- Transition and implementation process for new customers
- Emergency response capabilities, if applicable

Proposers may include additional information regarding sustainability initiatives, environmentally preferred products, or other service enhancements.

Quality Assurance and Performance Management Program

Describe the methods used to monitor service quality, address performance concerns, and ensure customer satisfaction. Include information regarding work validation, inspections, corrective action procedures, KPIs for performance measurement and any reporting practices used to support continuous service improvement.

Safety and Training Program

Describe your employee training and safety program, including employee onboarding, safety practices, applicable OSHA compliance efforts, and ongoing training procedures.

Technology and Reporting Capabilities

Describe any tools, software, mobile applications, reporting systems, customer portals, or communication methods used to support service delivery, scheduling, quality assurance, and customer service. Technology solutions are encouraged but not required.

References

Provide at least three (3) references from governmental, educational, commercial, healthcare, institutional, or other facilities of similar size and complexity, including:

- Organization Name
- Period of Performance
- Contact Person, Phone Number and Email Address
- Facility Types and Services Supported

References should be similar in size, scope, and complexity to the services contemplated by this solicitation.

5. COST PROPOSAL REQUIREMENTS

Required Pricing Documents:

Because the resulting contract is intended for use by multiple governmental entities of varying size, facility types, service frequencies, and operational requirements, proposers shall provide pricing information sufficient to allow Participating Agencies to obtain cleaning services under the resulting cooperative contract.

Pricing should be structured to accommodate a broad range of facilities, including:

- City Halls
- County Administrative Buildings
- Police Stations
- Fire Stations
- EMS Facilities
- Courthouses
- Libraries
- Community Centers
- Parks Facilities
- Public Works Facilities
- Utility Facilities
- Transit Facilities
- Museums
- Other Public Facilities

Participating Agencies may request project-specific or facility-specific pricing under the resulting contract based on their individual service requirements.

All pricing shall be based upon the pricing methodology proposed and accepted under this solicitation.

Required Pricing Information

To facilitate evaluation and provide a consistent basis for comparison, **proposers shall provide pricing for Scenarios 1-6, which are representative services.** These scenarios are for evaluation purposes only and do not represent guaranteed purchases.

Scenario 1 – Small Municipal Facility

Provide pricing for recurring janitorial services for a 10,000-square-foot municipal office building occupied during normal business hours.

Services should include:

- Five (5) days per week cleaning
- Restroom cleaning and sanitation
- Trash removal
- Vacuuming and floor care
- Dusting and surface cleaning
- Supply replenishment (supplies excluded from pricing unless otherwise stated)

Provide:

- Monthly price
- Assumptions
- Any exclusions

Scenario 2 – Public Safety Facility

Provide pricing for recurring janitorial services for a 25,000-square-foot public safety facility operating twenty-four (24) hours per day, seven (7) days per week.

Services should include:

- Daily cleaning
- Restroom sanitation
- Common area cleaning
- Breakroom cleaning
- Trash removal
- Periodic floor care

Provide:

- Monthly price
- Assumptions
- Any exclusions

Scenario 3 – Day Porter Services

Provide pricing for one (1) full-time day porter assigned to a public facility during normal business hours.

Provide:

- Hourly rate
- Daily rate (if applicable)
- Description of services typically included

Scenario 4 – Floor Care Services

Provide pricing for floor stripping, refinishing, and restoration of 20,000 square feet of resilient flooring.

Provide:

- Price per square foot
- or
- Total project price

Include assumptions and exclusions.

Scenario 5 – Carpet Cleaning Services

Provide pricing for carpet extraction and cleaning of 20,000 square feet of occupied office space.

Provide:

- Price per square foot
- or
- Total project price

Include assumptions and exclusions.

Scenario 6 – Emergency Response Services

Provide pricing for emergency cleaning services requested outside normal business hours.

Provide:

- Hourly labor rate(s)
- Any minimum charges
- Any emergency response premiums
- Response time commitment

Additional Services

Identify any additional services available under the contract and the pricing methodology used to establish pricing.

Pricing Requirements

All pricing shall:

- Be competitive and offered to Participating Agencies under the cooperative contract.
- Include all labor, supervision, equipment, materials, and overhead unless specifically identified otherwise.

- Clearly identify any exclusions.
- Remain firm for a minimum of twelve (12) months following contract award.
- Serve as the basis for project-specific quotations provided to Participating Agencies throughout the contract term.

6. EVALUATION AND SELECTION PROCESS

Proposals will be evaluated using the following criteria:

Criteria	Maximum Points
Firm Qualifications and Experience	25
Service Delivery and Methodology	20
Cost Proposal	20
Account Management, Staffing, Safety training and Service Capacity	15
Quality Assurance and KPIs for performance measurement or work validation	10
References and Past Performance	10
TOTAL	100

Cost Proposal Evaluation

Pricing scenarios will be evaluated collectively and comparatively based upon overall competitiveness, completeness, reasonableness, clarity of assumptions, and value provided to Participating Agencies.

NKADD is not required to award maximum points to the lowest-priced proposer. Evaluation will consider the overall value of the proposed pricing structure, including recurring services, specialty services, emergency services, and any volume discounts or cooperative purchasing incentives offered.

The Cost Proposal category will be scored as follows:

- Exceptional Value and Competitive Pricing: 18–20 points
- Above Average Value and Pricing: 15–17 points
- Acceptable Value and Pricing: 11–14 points
- Marginal Value or Pricing Concerns: 6–10 points
- Poor Value or Incomplete Pricing: 0–5 points

Interviews

NKADD reserves the right to conduct interviews or presentations.

6. GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Cooperative Contract Purpose

The Northern Kentucky Area Development District ("NKADD") is issuing this solicitation to establish one or more cooperative contracts for Janitorial Services, Facility Hygiene and Exterior Maintenance. The resulting contract(s) are intended to provide competitively solicited services to NKADD member agencies and other eligible public entities that elect to participate in the NKADD Cooperative Purchasing Program.

The purpose of the cooperative purchasing program is to leverage the combined purchasing power of participating agencies to obtain competitive pricing, quality services, favorable contract terms, and administrative efficiencies. The resulting contract may be utilized by eligible public agencies in accordance with applicable procurement laws and regulations.

Participating Agencies

The resulting contract may be used by NKADD member agencies and other eligible Participating Agencies ("PAs"), including but not limited to cities, counties, school districts, colleges, universities, special districts, authorities, nonprofit organizations, and other public entities authorized by law to participate in cooperative purchasing programs.

Participation is voluntary and does not obligate any Participating Agency to purchase any minimum quantity of services.

Each Participating Agency may enter into its own purchase order, service agreement, participation agreement, or other contractual document with the awarded Contractor. Such agreements may contain agency-specific requirements provided they do not materially conflict with the terms and pricing established under the resulting Master Agreement.

All orders, invoicing, payments, scheduling, service delivery, and contract administration activities shall be conducted directly between the Contractor and the Participating Agency. NKADD shall not be responsible for payment obligations incurred by Participating Agencies.

Administrative Fee

The awarded Contractor shall pay NKADD an administrative fee equal to two percent (2.0%) of all sales made under the resulting cooperative contract to NKADD member agencies and Participating Agencies.

The administrative fee shall only apply to purchases made through the resulting cooperative contract. Administrative fees shall be remitted quarterly to Bespoke Community Cooperatives, the cooperative contracting partner of NKADD, in accordance with instructions provided after contract award.

Failure to remit administrative fees as required may constitute a material breach of contract and may result in termination, suspension, or other remedies available to NKADD.

Sales Reporting Requirements

The awarded Contractor shall provide quarterly sales reports to Bespoke Community Cooperatives on behalf of NKADD detailing all purchases made under the resulting contract.

Reports shall include, at a minimum:

- Purchasing agency name
- Service location
- Description of services provided
- Invoice amount
- Total sales volume
- Administrative fee due
- Reporting period covered

Reports shall be submitted no later than fifteen (15) calendar days following the end of each calendar quarter.

The Contractor shall maintain records supporting all reported sales and administrative fee calculations and shall retain such records for a minimum of five (5) years following contract expiration or termination.

Failure to submit required reports may result in contract termination, non-renewal, suspension, or other remedies available to NKADD.

Audit and Inspection of Records

NKADD reserves the right to audit, inspect, review, examine, and copy records necessary to verify sales reported under the contract and administrative fees due.

The Contractor shall permit NKADD, Participating Agencies, and any duly authorized governmental representative access to records directly related to purchases made under the resulting contract.

The Contractor shall maintain all records related to the contract for a minimum of five (5) years following expiration or termination of the contract, or until any pending audit, claim, litigation, or investigation has been fully resolved, whichever occurs later.

Addenda

Any interpretation, clarification, correction, or modification of this solicitation shall be made only by written addendum issued by NKADD. Oral explanations or instructions shall not be binding.

All addenda issued by NKADD shall become part of the solicitation and any resulting contract.

Proposal Validity

All proposals shall remain firm and valid for a period of ninety (90) calendar days following the proposal due date.

Independent Price Determination

By submitting a proposal, the proposer certifies that all pricing has been independently determined without collusion, consultation, communication, or agreement with any competitor for the purpose of restricting competition.

The proposer further certifies that no attempt has been made or will be made to induce any person or firm to submit or refrain from submitting a proposal for the purpose of restricting competition.

Kentucky Open Records Act

All proposals, supporting documentation, and correspondence submitted to NKADD become the property of NKADD and may be subject to disclosure pursuant to the Kentucky Open Records Act, KRS 61.870 through 61.884.

Contract Type

The resulting agreement shall be a fixed-price requirements contract for Janitorial Services, Facility Hygiene and Exterior Maintenance.

Contract Award

NKADD reserves the right to accept or reject any proposal, waive informalities or irregularities, request clarification, negotiate with proposers, award contracts to one or more firms, or make awards in any manner determined to be in the best interests of NKADD and Participating Agencies.

Award of a contract does not guarantee any minimum quantity of work or revenue.

No Guaranteed Volume

The resulting contract is intended for cooperative use by multiple agencies; however, NKADD makes no representation or guarantee regarding the volume of purchases that may result from this solicitation.

Transfer of Contract

The awarded Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any rights or obligations under the contract without the prior written consent of NKADD.

Contract Termination

NKADD may terminate the contract, in whole or in part:

- For cause;
- For default;
- For non-performance;
- For failure to comply with contract requirements;
- For failure to submit required sales reports;
- For failure to remit administrative fees; or
- For convenience upon thirty (30) calendar days written notice.

Non-Performance

Failure to perform services in accordance with contract requirements, specifications, service levels, reporting requirements, or other contractual obligations may result in corrective action, suspension, contract cancellation, or termination.

Conflict of Interest

The proposer shall disclose any actual, potential, or perceived conflict of interest involving NKADD, Participating Agencies, elected officials, employees, subcontractors, or consultants associated with this solicitation or resulting contract.

Confidentiality

The Contractor shall maintain the confidentiality of all non-public information obtained during contract performance and shall not disclose such information except as required by law.

Compliance with Laws

The Contractor shall comply with all applicable federal, state, and local laws, regulations, ordinances, licensing requirements, environmental regulations, labor laws, OSHA requirements, and health and safety standards.

Equal Opportunity

The Contractor shall comply with all applicable equal employment opportunity and nondiscrimination laws and shall not discriminate on the basis of race, color, religion, sex, age, disability, national origin, veteran status, or any other protected classification.

Suspension and Debarment

The proposer certifies that neither the firm nor any principal, officer, owner, partner, or key employee is currently suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federal, state, or local government program.

Insurance

The Contractor shall maintain all insurance coverages required by this solicitation and any resulting contract and shall provide certificates of insurance upon request.

Records Retention

The Contractor shall maintain all records relating to the contract for a minimum period of five (5) years following contract expiration or termination.

Entire Agreement

The final executed contract, including the solicitation, addenda, Contractor proposal, pricing schedules, exhibits, and negotiated amendments, shall constitute the entire agreement between the parties.

Governing Law

The resulting contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Funding Availability

Any contract award shall be contingent upon the availability of appropriated funds. NKADD and Participating Agencies reserve the right to terminate the contract without penalty if sufficient funding is not available.

EXHIBIT A

NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT (NKADD) COOPERATIVE CONTRACT REQUIREMENTS

NKADD COOPERATIVE CONTRACT FOR JANITORIAL SERVICES, FACILITY HYGIENE AND EXTERIOR MAINTENANCE

The NKADD Cooperative Purchasing Program is a procurement cooperative formed by the Northern Kentucky Area Development District (NKADD), Florence, Kentucky, for the benefit and participation of surrounding entities. The group may include, but is not limited to, local governments, educational institutions, special districts, public agencies, and nonprofit organizations that have joined together to leverage their joint purchasing power. By pooling procurement needs, participating agencies can save time, secure competitive pricing, favorable terms, and a broader range of services while reducing administrative burdens.

For awarded contractors, participation in the NKADD Cooperative Purchasing Program offers significant benefits. Contractors gain access to a broader customer base through a single competitively awarded contract, simplifying the procurement process and creating opportunities to expand service delivery throughout the region and beyond.

Additionally, the cooperative is designed to support both local and national service providers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement, economic impact, and efficient public procurement. By partnering with NKADD, awarded contractors can benefit from a collaborative environment that promotes long-term growth and successful relationships with participating agencies.

Administrative Operating Services Provider to NKADD

The resulting Master Agreement(s) awarded by this solicitation will be administered by NKADD. NKADD may utilize administrative support providers, consultants, or contractors to assist with contract administration, sales reporting, participating agency support, and cooperative purchasing activities. NKADD administers this cooperative solicitation to support participating agencies and awarded contractors utilizing the resulting contract.

Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by the Northern Kentucky Area Development District (NKADD), designated as the Lead Procurement Agency ("LPA") for this solicitation, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level where permitted by law. These entities will operate under the same terms and pricing as NKADD, including Administrative Fee and Sales Reporting provisions. Participating Agencies may include, but are not limited to, municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, educational institutions, nonprofit organizations, and other eligible public agencies.

Participating Agency (PA) Contracting Authority Explained

1. Cooperative Purchasing

This Solicitation is being conducted by NKADD on behalf of its member agencies and allows for purchasing by additional Participating Agencies from the resulting Master Agreement. This is referred to as cooperative purchasing, and the resulting Master Agreement is considered a cooperative contract. This type of purchasing is a generally accepted procurement method recognized under state and federal law.

2. How Other Agencies Can Use This Contract

If an agency, such as a city, county, school district, college, university, public authority, special district, or nonprofit organization, wishes to use this contract, the agency must determine that participation is authorized under its applicable procurement laws, regulations, and policies. NKADD facilitates the contract's cooperative purchasing framework but is not involved in individual purchase orders or participating agreements. The awarded contractor's primary contractual relationship will be with each agency utilizing the contract.

3. Agency-Specific Terms and Conditions

Each Participating Agency may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded contractor, allowing the agency to tailor the contract to meet its individual requirements and policies. A Participating Agency may also create its own contract that references this procurement where permitted by law.

4. Supplier Administrative Fees

All fees associated with servicing the awarded contract(s) are clearly and solely outlined in this Solicitation and shall be collected by NKADD. These fees are separate from any agency-specific terms and conditions negotiated between the contractor and a Participating Agency. No additional cooperative administrative fees may be charged by a Participating Agency.

5. Local Customization Options

Certain Solicitation or contract terms that apply specifically to NKADD, such as governing law, may be adjusted by Participating Agencies to comply with local requirements. Participating Agencies may also request additional agreements addressing service schedules, invoicing requirements, facility-specific needs, security requirements, or local purchasing initiatives.

6. Direct Transactions with Each Agency

All transactions, including orders, invoices, payments, and service delivery, will be managed directly between the awarded contractor and each Participating Agency. NKADD does not manage these transactions. Each Participating Agency is responsible for its own purchase orders, contracts, payments, and administration.

7. Procurement Compliance

Each Participating Agency has full discretion and responsibility for purchases made under this contract and must ensure its participation aligns with applicable procurement requirements. NKADD certifies that its administration of this cooperative contract complies with the procurement requirements governing the services identified in this Solicitation. Any Participating Agency utilizing this contract remains responsible for compliance with its own governing procurement laws.

Additional Geographic Reach

NKADD's goal is to help awarded contractors expand service opportunities by utilizing this cooperative agreement to provide Janitorial Services, Facility Hygiene and Exterior Maintenance to additional Participating Agencies.

Please indicate below the extent to which the Bidder agrees to provide services to additional Participating Agencies through the NKADD Cooperative Purchasing Program. (Responses will not affect your ability to win this business.)

Please provide information about the geographic areas you will service for this contract:

Administrative Fees

By submitting a response to this Solicitation, the Bidder acknowledges that awarded contractors must pay Bespoke Community Cooperatives, NKADD’s cooperative contracting partner, an Administrative Fee of two percent (2%) of the total sales made to NKADD member agencies and any other Participating Agencies utilizing the resulting Master Agreement. Fees only accrue when sales are made through the Master Agreement.

All payments shall be remitted to Bespoke Community Cooperatives on behalf of NKADD on a quarterly basis. Instructions for remittance will be provided following contract award.

INITIAL HERE: _____

In return for the administrative fee paid to NKADD based upon contract sales, awarded contractors may receive the following benefits:

- Exposure to NKADD member agencies and participating entities utilizing the contract.
- Marketing and outreach support to agencies that may benefit from the awarded services.
- Cooperative purchasing opportunities throughout Kentucky and other eligible jurisdictions.
- Contract utilization information and purchasing trends related to the resulting Master Agreement.

Quarterly Sales Reporting Requirement

Awarded contractors are required to provide quarterly sales reports to Bespoke Community Cooperatives on behalf of NKADD detailing all sales made under the Master Agreement resulting from this Solicitation. Reports shall include purchasing entities, services provided, quantities where applicable, total sales value, and Administrative Fees due to NKADD.

Reports must follow the format provided by NKADD and be submitted no later than fifteen (15) days following the end of each calendar quarter. Failure to comply with these reporting requirements may result in contract termination or other remedies available to NKADD.

Reports shall be submitted electronically to the NKADD contract administrator designated following contract award.

Contractor agrees to maintain records supporting its obligations under the Master Agreement and orders placed by Participating Agencies and shall preserve such records for a period of five (5) years following expiration or termination of the Master Agreement or final payment for any order placed under the contract, whichever occurs later.

INITIAL HERE: _____

Audit and Inspection of Records

The Lead Procurement Agency reserves the right to audit, or cause to be audited, applicable records to ensure that the Contractor has properly invoiced Participating Agencies, reported all sales made through the Master Agreement, and paid all applicable administrative fees.

Accordingly, the Contractor shall permit NKADD, Participating Agencies, and any duly authorized governmental representative to audit, inspect, examine, copy, and/or transcribe books, documents, papers, and records directly pertinent to the Master Agreement or orders placed under it for the purpose of audits, examinations, excerpts, and transcriptions.

This right shall survive for a period of five (5) years following expiration or termination of the Master Agreement or final payment for any order placed under the contract, whichever occurs later; provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of such period, the period shall be extended until all litigation, claims, and audits have been fully resolved.

INITIAL HERE: _____