



Matthew D. Thompson, Ed.D., Superintendent
Sharon Smith-Breiner, Chairperson
Daniel Freeman, Ed.D., Vice Chairperson

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Alice Anderson, Board Member
Carmela Fletcher-Green, Board Member
Bill R. Morgan, Board Member

REQUEST FOR PROPOSAL--MONTGOMERY COUNTY SCHOOLS PAINTING

Proposal Deadline: Friday, April 21, 2023, 1:00 PM. EST

Location: Montgomery County Board of Education
3400 Indian Mound Drive
Mount Sterling, KY 40353

District Contact: Richard Culross
Phone: 859-497-8760
Email: richard.culross@montgomery.kyschools.us
*Reference proposal title in subject line of all emails

PROPOSAL DESCRIPTION:

The Board of Education of Montgomery County, Kentucky (herein after called the Board of Education) will receive sealed proposals for Montgomery County School painting the interior of McNabb Middle for summer 2023.

You are invited to submit a sealed proposal, subject to the specification, terms and conditions of this solicitation. Please read the instructions and specifications carefully. Failure to comply with these instructions and specifications will disqualify your proposal.

Copies of this solicitation and any issued Addenda may be obtained in the Montgomery County School District Office, at 3400 Indian Mound Drive, Mount Sterling, Kentucky, during posted business hours, Monday through Friday, or on the Montgomery County School District website (www.montgomery.kyschools.us), prior to the time and date specified for proposal deadline.

All proposals must be received by 1:00 p.m., local time, Friday, April 21, 2023 and none will be considered thereafter. Proposals received after the 1:00 p.m. deadline will automatically prevent the reading of your proposal and will be returned unopened. We do not accept fax or electronic proposals. The Board of Education cannot assume the responsibility for any delay as a result of failure of the mails to deliver proposals on time.

All costs directly or indirectly related to preparation of a proposals responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by the Board of Education in connection with this Request

1

3400 Indian Mound Drive, Mount Sterling, Kentucky 40353 Phone 859-497-8760 Fax 859-497-8780
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for Proposal, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by the Board of Education.

All materials submitted in response to this request become the property of the Board of Education. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by the Board of Education and not returned to Proposers.

The work to be performed under this Request for Proposal (RFP) shall include the furnishing of all labor, tools, supplies, material, and supervision necessary for painting services minus the paint, which will be supplied by the owner.

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| <ul style="list-style-type: none"> A. General requirements B. Scope of Work C. Additional requirements D. Description of work E. Materials and supplies F. Completed work G. Corrections to work H. Warranties/guarantees I. Requirements for invoices J. Hourly Rates K. Mileage | <ul style="list-style-type: none"> L. Experience M. Service Meeting N. Insurance O. Method of Award P. Non-Discrimination Q. Proposal Form1 R. Attachment A - Company information S. Attachment B - Contact information T. Attachment C - Reference information U. Attachment D - Conflict of Interest |
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The Model Procurement Regulations adopted by the Board of Education shall be deemed incorporated by reference in these specifications as though fully quoted herein. In the event of any conflict between this request for proposal and the Model Procurement Regulations, the Regulations shall control.

The Board of Education reserves the right to determine the ability of any Contractor to perform the work, and any Contractor shall, upon request, furnish such information as may be necessary to determine ability, including a performance bond, if requested.

The Contractor is required to thoroughly examine the RFP requirements and the work contemplated, and it will be assumed that the Contractor has investigated the site and is satisfied as to the requirements. It is mutually agreed that submission of a request for proposal shall be considered prima facie evidence that the contractor has made such examination.

Before submitting the RFP, the Contractor shall examine the scope of work and visit the site of the work to become familiar with the working conditions and the exact nature and extent of the work taking into account any special or unusual features peculiar to this project. By submitting a proposal, the Contractor, if selected for award, shall be deemed to have accepted the terms of this RFP.

Please read through the entire set of specifications before filling in any information. If you have questions relating to the required information or you need clarification of this specification, please contact:

Deputy Superintendent of Support Operations: Richard Culross
(859) 497-8760
richard.culross@montgomery.kyschools.us

A. GENERAL REQUIREMENTS

- a. All work shall comply in every respect with the Building Laws, District Regulations, Code Requirements (District, State or National) and the requirements of the Kentucky prevailing state safety regulations as they pertain to local governments.
- b. The contractor shall obtain and pay for all permits, licenses, etc., as may be necessary or required for the completion of the work. The Contractor and the District will work closely together to obtain District building permits.
- c. All work will be left in a clean, safe, and workable condition.
- d. If there are any questions regarding the work that is to be done, it will be the responsibility of the contractor to contact the designated District representative and request clarifications before proceeding.
- e. The Contractor must work as quickly and efficiently as is possible. All work is to be first class quality.
- f. The District reserves the right to terminate the contract with a 30-day written notice.
- g. By executing this contract, the contractor represents that he has familiarized himself with the local conditions under which the work is to be performed.
- h. In the event of accidental site damage, it will be the responsibility of the contractor to return the site to its original condition at no cost to the District.
- i. If work is needed due to an emergency, the contractor is instructed to do so at the direction of the District's designated representative.
- j. It will be the responsibility of the workman to leave the area in a clean, "broom swept" state. Workers must remove all debris generated at the work site.

B: SCOPE OF WORK

The work to be performed under this specification shall include the furnishing of all labor, equipment, tools, supplies, materials, and supervision necessary for the summer 2023 summer painting project for the interior of McNabb Middle to include hallways, restrooms, all classrooms, administrative areas, gym, library, and cafeteria/kitchen. This will exclude the auditorium. This will require two (2) coats of paint and up to two specified colors. This will also require trim and door frame painting.

Paint will be provided to the contractor and will be purchased by the district outside of the bid. All other supplies and material shall be new. Any work necessary to be performed after regular working hours, such as work performed on Sundays or legal holidays shall be

performed without additional expense to the district.

Whether the Contractor is a corporation, partnership, individual or other legal entity, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be specified by the District. The Contractor is not to be deemed an employee or agent of the District and has no authority to make any binding commitments or obligations on behalf of the District except as expressly provided herein.

C. ADDITIONAL REQUIREMENTS

- a. Contractor will provide staff able to perform work at the highest standards of excellence. Key staff shall have current knowledge of best management practices. The District reserves the right to demand the replacement of Contractor's staff who do not meet the District's standards for safety, professionalism, or knowledge.
- b. Provide an emergency contact list identifying the names, positions held, and phone numbers of key maintenance personnel. Provide mobile numbers for the manager and site supervisor.
- c. Attend meetings and site inspections of the grounds as requested.
- d. Contractor shall maintain a log of activities performed and provide a written copy upon request.

D. DESCRIPTION OF WORK

See Section B above and below
IT WILL BE THE UTMOST IMPORTANCE THAT THE CONTRACTOR WORK AS QUICKLY AND EFFICIENTLY AS POSSIBLE. THE DISTRICT BUILDINGS/FACILITIES MUST REMAIN OPEN AND READY FOR USE.

E. MATERIALS/SUPPLIES

Labor, material, and supplies shall be provided by the Contractor to meet the description of work in section D.

F. COMPLETED WORK

All grounds must be left in full operating order. It must be left in a safe condition where no harm can come to any person because of lack of ordinary care. The area's operation or condition must be evaluated after each job. It will be the responsibility of the Contractor to evaluate the work and report problems to the District.
If applicable, all materials and services must meet or exceed K.O.S.H.A. (Kentucky Occupational and Safety Health Act) standards and must comply with Hazard Communication

Standard 1910.2000 of the Occupational Safety and Health Administration.

G. CORRECTIONS TO WORK

If the District, at its sole discretion, feels that the work performed by the Contractor is not adequate then the District will notify the Contractor. The Contractor will have 48-hours to respond and make the necessary corrections. If the Contractor fails to do this, then this will be grounds for immediate cancellation of this contract. The District may remedy the problem by hiring an outside Contractor to complete/correct the job. The original Contractor may be charged for these corrective services. If the Contractor fails to correct defective work or persistently fails to carry out the work in accordance with the contract documents, the District will cause this contract to be canceled.

When District and Contractor have any dispute over or disagreement on the formation, performance, breach, or invalidity or any other provision of this Contract, both parties shall try to settle the dispute or disagreement through friendly negotiation. In case either party is unwilling to settle the dispute through negotiation or if both parties fail to reach any agreement within 30 days after negotiation begins, either party may submit such a dispute or disagreement to and for settlement through litigation governed by Kentucky Law. During the period of settling the dispute or disagreement, both parties shall continue to abide by and perform this Contract.

In case of default by the Contractor, the Board of Education may procure the articles or services from other sources and may deduct from any unpaid balance due to the Contractor the amount of the excess cost so paid, and the price paid shall be considered the prevailing market price at the time such purchase is made.

H. WARRANTIES/GUARANTEES

Contractor shall provide a warranty for all materials and workmanship to be free from defect for a period of one (1) year from the date of installation. Any materials determined by the Contractor to be defective shall be repaired or replaced by the Contractor. This warranty does not cover defects or damages caused by misuse, negligence or acts of God.

I. INVOICES

No invoices will be paid without the proper information attached. It will be required that all invoices be prepared in the following manner:

- a. The District can only be invoiced after all the work has been completed.
- b. All pertinent information must be on the invoice:
 - i. Purchase order number
 - ii. Detailed description of work that was done
 - iii. Building/facility where work was performed
- c. It must be dated properly and accurately.
- d. If work is not completed to the satisfaction of the District, it will be held up for payment. When the problem is corrected then the invoice will be processed.
- e. All invoices must be sent to: Montgomery County Schools ATTN: Finance, 3400 Indian

Mound Drive, Mt. Sterling KY 40353

f. Invoices must be received by the district in the first 7 days of each month in order to be paid at the end of the month.

J. HOURLY RATES

Hourly rates for individual contractor employees and job completion shall be calculated in the base bid contract price.

K. MILEAGE

The District cannot be charged for any time, mileage fees or other costs while a Contractor is traveling to and from the site. The Contractor shall consider this cost in his rate when they submit a proposal.

L. EXPERIENCE

Under the terms of this contract the prospective Contractor must meet the following experience

requirements:

- a. The contractor must currently be in business providing painting services of this type.
- b. The Contractor must have a minimum of 5 years' experience working in painting services.
and shall provide the District with experience documentation.
- c. The Contractor shall provide the District with three professional references with contact

M. SERVICE MEETING

Under the terms of this contract it will be required that a representative from the Contractor meet with District officials after the contract has been signed and approved to discuss procedures for service, the terms of the contract and any other questions either party may have. This will be considered an introductory meeting.

N. INSURANCE

The Contractor shall furnish and keep in force for the life of this contract the following insurance coverage:

- a. All insurance must be maintained at the Contractor's expense.
- b. Workers' Compensation coverage and Kentucky unemployment insurance (per Kentucky law).
- c. Contractor's General Liability insurance must be maintained at the Contractor's expense in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; including naming the Campbell County Board of Education as additional insured.
- d. Automobile Liability Coverage, including coverage for owned, hired or borrowed

auto:\$1,000,000

e. Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 (Note: existence of umbrella coverage may serve to satisfy underlying limits for Automobile and General Liability.)

f. All of the above-mentioned policies will include a provision that the District will receive 30 days advance notice of cancellation or reduction in the limits of liability or coverages.

g. In addition, it is understood and agreed that the District will not be held responsible All required insurance shall be certified by a duly authorized representative of the insurer(s). Properly executed certificates signifying adequate coverage in effect for the duration of the contract with renewal certificates issued no less than 30 days prior to expiration of a policy period, must be submitted with the proposal and on file with the District prior to commencement of an Agreement.

To the extent allowed by Kentucky law, the Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the District and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the District or for which the District may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor under this Agreement.

for damage to the provider's equipment or vehicle regardless of cause.

0. METHOD OF AWARD, BEST QUALIFIED PROPOSER

All proposers must have demonstrated a track record of success in the industry, provide professional references, and display sound business practices that show fiscal responsibility. Proposals will be evaluated based on the experience and competence of the Contractor and on the basis of the totals of the quantities listed in the proposal under the enumerated items, at the unit prices or lump sums for these items. The contract will be awarded to the best responsible and eligible proposer. However, the Board of Education may reject any or all proposals if it is in the public interest to do so. The term "best responsible and eligible proposal" shall mean the contractor whose proposal is the best of those possessing the skill, ability and integrity necessary for the faithful performance of the work. KRS 45A.494 and KRS 45A.490 shall apply to all contracts awarded.

The awarding of this proposal is dependent on approval of funding by the Board of Education. The Board of Education reserves the right to reject any and all proposals and to cancel the RFP at any time it deems to be in the best interest of the district.

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of the school district. The Board of Education is free to have multiple contracts for the awarded products and/or services and may initiate other procurement solicitations or procurement activity with other suppliers at any time, at Board of Education's sole discretion.

Evaluations will be made for each qualified Contractor. The Board of Education meetings are normally held on the fourth Tuesday of each month. Contractors are requested not to call for an evaluation of the RFP. Any RFP received after the scheduled time of opening will be



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returned unopened to the Contractor.

No RPF documents can be corrected or altered or signed after being opened. The Board of Education shall not be responsible for errors or omissions on the part of the Contractors in making up their proposal. Any proposals received unsigned shall be rejected.

All regular proposals must be submitted in accordance with specifications on the proposal form supplied with this invitation. The submission of a proposal on the proposal form certifies that the product meets any and all specifications, except as noted on such form.

To be considered proposals must contain at a minimum of:

- Attachment A - Cover Sheet
- Attachment B - Scope of Work
- Attachment C - Proposal
- Attachment D - Company Contact Information
- Attachment E - References
- Attachment F - Conflict of Interest
- Attachment G - "Prohibition against Conflicts of Interest, Gratuities and Kickbacks."

Proposals will be reviewed by:

- a. Superintendent
- b. Deputy Superintendent of Support Operations
- c. Director of Finance
- d. Director of Maintenance and Facilities

Proposals will be approved by the Montgomery County Board of Education.

The Contractor must submit a response to the RFP no later than 2:00 p.m., local time, April 21, 2023. The RFP response must be sealed, labeled "Proposals for MONTGOMERY COUNTY SCHOOLS PAINTING- SUMMER 2023", and submitted to the following address: Montgomery County School District Painting Services Proposal - Support Services Department, 3400 Indian Mound Drive, Mt Sterling, KY 40353

Faxed or emailed proposals will not be accepted by the District. Proposals received after the designated time will not be accepted. The District is not responsible for courier or package delivery services.

All "Proposal Forms" provided with this "Request for Proposal" must be submitted.

All prices and quotations must be in ink or typewritten. No pencil figures will be permitted.

Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Corrections made with correction tape or fluid are to be initialed.

All blanks and information requests are to be completed on the proposal form in order to qualify your proposal. Do not proposal any special groupings other than those listed herein.

PROHIBITION AGAINST CONFLICT OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the Board of Education of Montgomery County, Kentucky, elective or appointive, who shall take, receive, or offer to take or receive, either directly or

indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for or to, or from, any person, partnership, firm or corporation, offering, bidding for, or in open market seeking to make sales to the Board of Education of Montgomery County, Kentucky shall be deemed guilty of a felony and upon conviction such person or persons shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both, so fined and imprisoned at the discretion of the jury. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or any other thing of value, as an inducement, or intended inducement, in the procurement of business, or the giving of business, to any employee or to any official of the Board of Education of Montgomery County, Kentucky, elective or appointive, in his efforts to bid for, or offer for sale, or to seek in the open market, shall be deemed guilty of a felony and shall be punished by a fine not to exceed five thousand dollars (\$5000.00) or by imprisonment in the penitentiary for not less than one (1) year nor more than ten (10) years, or both so fined and imprisoned at the discretion of the jury.

NOTE: It is a misdemeanor not to have this prohibition on every solicitation or contract document. The penalty is a \$5000.00 fine or one-year imprisonment or both upon conviction.

P. NON-DISCRIMINATION

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation. The Contractor shall take affirmative action to ensure that applicants are employed without regard to their age, color, creed, handicap condition, marital or parental status, national origin, or political opinion or affiliation. Such action shall include, although is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause.
- (2) The Contractor shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applications shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.
- (3) The Contractor shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

You must include completed Attachments A, B, C, D, E, F & G in order to submit a complete proposal.

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Attachment A Cover sheet	
To:	Montgomery County Board of Education Mount Sterling, Kentucky 40353
<i>Exact Current Name of Firm (business): (include prior name if less than 3 years as current)</i>	
<i>How many years has your firm been in business under its present business and business organization structure?</i>	Years
<i>How many years has your firm been regularly and actively engaged in the painting business, performing the type of work described in the RFP"?</i>	Years
<i>How many people are employed by your firm?</i>	
<p>In signing this Proposal, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this Proposal has been independently arrived at without collusion with any other contractor, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening to any other contractor or competitor; that the above statement is accurate under penalty of perjury.</p> <p>The undersigned, submitting this Proposal, hereby agrees with all the terms, conditions, and specifications required by in this Request for Proposal, Proposal Form and Attachment A through D, and declares that the attached Proposal and pricing are in conformity therewith.</p>	
Firm Name:	
Signature	Date

This page required for submission of complete proposal

Attachment B Scope of Work	
To:	Montgomery County Board of Education Mount Sterling, Kentucky 40353
<i>Timeline</i>	Start date following board approval. All Work Must Be complete by July 21, 2023
<i>Project Description</i>	Paint Interior of McNabb Middle School walls of classrooms, media center, hallways, cafeteria, Office, & Gymnasium, including trim and door frames. Exclude the auditorium as recently painted.
<i>Specifications</i>	Minimum of Two Coats of owner provided paint with up to two colors including trim and door frames to be selected by owner
<i>Walkthrough</i>	An optional walkthrough will be conducted on Tuesday, April 18, 2023 at 10:00 AM at the Montgomery County Maintenance Facility at 700 Woodford Drive, Mount Sterling, KY 40353
Firm Name:	
Signature	Date

This page required for submission of complete proposal



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Attachment C Proposal	
To:	Montgomery County Board of Education Mount Sterling, Kentucky 40353
<p>PROPOSAL FORM for Painting Services The Board of Education reserves the right to accept any proposals, to reject any or all proposals, to waive any irregularities or informalities in proposals received where such acceptance, rejection or waiver is in its best interest. The Board of Education also reserves the right to reject any proposal where evidence or information submitted by the Contractor does not provide satisfactory proof that the Contractor is qualified to carry out the details of the agreement.</p> <p>Base bid for services to be performed under this specification shall include the furnishing of all labor, equipment, tools, supplies, materials, and supervision necessary for two coats in Painting of McNabb Middle School, Indian Mound Drive, Mt. Sterling KY 40353) owned by the Montgomery County School District. The district will furnish required paint and do color selection.</p> <p>Having carefully reviewing the specifications and conditions of the RFP and reviewing the site location for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the RFP for the price stated herein.</p> <p>BASE BID: For the construction required to complete the work, in accordance with the documents, I/We submit the following lump sum price of</p>	
BASE BID: For the construction required to complete the work, in accordance with the documents, I/We submit the following lump sum price of:	Price (must be legible) in numbers:
Reminder: Paint will be provided	Price in words:
Firm Name	
Signature	Date

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Attachment D Company Contact Information	
Firm Name	
Main Contact Person	
Telephone #:	
Address:	
District, State, Zip	
Alternate Contact Person #1	
Telephone #:	
Address:	
District, State, Zip	
Alternate Contact Person #2	
Contact Person	
Telephone #:	
Address:	
District, State, Zip	
Signature	Date

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Attachment E References	
Company	
Contact Person	
Telephone #:	
Address:	
District, State, Zip	
Type of Work Performed	
Company	
Contact Person	
Telephone #:	
Address:	
District, State, Zip	
Type of Work Performed	
Company	
Contact Person	
Telephone #:	
Address:	
District, State, Zip	
Type of Work Performed	

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ATTACHMENT F - CONFLICT OF INTEREST DISCLOSURE

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family, has a financial interest herein; or
- b. a business or organization which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner or employee, is a party; or
- c. any other person, business, or organization with whom he or any member of his immediate family is negotiating or had an arrangement concerning prospective employment is a party. Direct or indirect participation shall include, but not limited to: involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of a specification or purchase standard, rendering of advice, investigation, auditing or in any other advisory role.

It is a violation of Kentucky Law for any board member or employee with procurement authority, or a member of their immediate family, to have a pecuniary interest either directly or indirectly in any purchase of goods or services by the Board of Education or any school thereof. Violation of this provision subjects the board member or employee to forfeiture of their position and/or employment with the school system.

I, hereby, certify that no member of my immediate family is an employee with procurement authority or board member of the Montgomery County Board of Education.

Firm Name	
Signature	Date

This page required for submission of complete proposal

**Attachment G "Prohibition against Conflicts of Interest, Gratuities and Kickbacks."
 Montgomery County Board of Education
 3400 Indian Mound Drive, Mount Sterling, Kentucky 40353**

"PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS"
 ANY EMPLOYEE OR ANY OFFICIAL OF THE BOARD OF EDUCATION OF MONTGOMERY COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, WHO SHALL TAKE, RECEIVE, OR OFFER TO TAKE OR RECEIVE, EITHER DIRECTLY OR INDIRECTLY, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY, OR OTHER THINGS OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, FOR OR TO, OR FROM, ANY PERSON, PARTNERSHIP, FIRM OR CORPORATION, OFFERING, BIDDING FOR, OR IN OPEN MARKET SEEKING TO MAKE SALES TO THE BOARD OF EDUCATION OF MONTGOMERY COUNTY, KENTUCKY, SHALL BE DEEMED GUILTY OF A FELONY AND UPON CONVICTION SUCH PERSON OR PERSONS SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN ONE (1) YEAR NO MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

EVERY PERSON, FIRM, OR CORPORATION TO MAKE, OR PAY, OR GIVE, ANY REBATE, PERCENTAGE OF CONTRACT, MONEY OR ANY OTHER THING OF VALUE, AS AN INDUCEMENT OR INTENDED INDUCEMENT, IN THE PROCUREMENT OF BUSINESS, OR THE GIVING OF BUSINESS, TO ANY EMPLOYEE OR TO ANY OFFICIAL OF THE BOARD OF EDUCATION OF MONTGOMERY COUNTY, KENTUCKY, ELECTIVE OR APPOINTIVE, IN HIS EFFORTS TO BID FOR, OR OFFER FOR SALE, OR TO SEEK IN THE OPEN MARKET, SHALL BE DEEMED GUILTY OF A FELONY AND SHALL BE PUNISHED BY A FINE NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000) OR BY IMPRISONMENT IN THE PENITENTIARY FOR NOT LESS THAN (1) YEAR NOR MORE THAN TEN (10) YEARS, OR BOTH SO FINED AND IMPRISONED IN THE DISCRETION OF THE JURY.

NOTE: IT IS A MISDEMEANOR NOT TO HAVE THIS PROHIBITION ON EVERY SOLICITATION OR CONTRACT DOCUMENT. THE PENALTY IS A \$5,000 FINE OR ONE (1) YEAR IMPRISONMENT OR BOTH ON CONVICTION.

I, hereby, certify that I have read and understand the above
 "Prohibition against Conflicts of Interest, Gratuities and Kickbacks."

Firm Name	
Signature	Date

This page required for submission of complete proposal