

RFP # 4446



CITIZENS PORTAL WITH CODE ENFORCEMENT

Proposal Deadline: Friday, October 31st, 2025, 5:00PM CST

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INTRODUCTION

The City of Owensboro is soliciting proposals from qualified vendors to implement a fully integrated Citizens Portal with a comprehensive Codes Enforcement module. The system should enhance citizen engagement, streamline service requests, improve transparency, and integrate seamlessly with existing municipal systems.

PROJECT BACKGROUND

The current citizen interaction platforms are fragmented, requiring a modern, user-friendly, and unified portal that allows residents to access services, submit requests, track compliance cases, and communicate with local government officials effectively.

SCOPE OF WORK

The selected vendor will be responsible for delivering a secure, scalable, and user-friendly portal with the following key functionalities:

A. General Portal Features

- Mobile-responsive design with intuitive user interface
- Secure citizen registration and authentication with possibility of anonymous submissions
- Multi-language support
- Integration with existing municipal databases and GIS systems
- Role-based access control for users and administrators
- Dashboard for citizens to track submitted requests and cases

B. Service Request & Case Management

- Submission and tracking of service requests
- Automated case assignment and workflow tracking
- Notifications and updates via email/SMS
- Document upload and storage

C. Codes Enforcement Module

- Submission of code violation complaints
- Inspection scheduling and management
- Automated case escalation workflows
- Fine and citation tracking with online payment integration
- Integration with GIS for location-based case tracking

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D. Permitting Module

- Permit Application Management (Demo, Cut and Fill, Right of Way Encroachment)
- Approval and workflow automation
- Permit fee calculation and payment integration
- Permit Issuance and Tracking

E. Invoicing Module

- Invoice generation and customization
- Automated billing and payment scheduling
- Invoice tracking and status updates
- Integration with NEW WORLD ERP
- Integration with Elavon Merchant Services

F. Reporting & Analytics

- Real-time dashboards and performance analytics
- Customizable reports for internal and public use
- Compliance tracking and audit logs

G. System Integration & Security

- API compatibility with municipal ERP (Tyler New World), PVA & GIS Platform Layers
- Compliance with data security regulations and privacy laws
- Role-based permissions and multi-factor authentication

H. Maintenance & Support

- Ongoing technical support and system updates
- Training for municipal staff and user documentation
- Service Level Agreements (SLA) for system uptime and response times

I. Data Migration Options

- Vendor migration or customer supported tools for inhouse migration
- Outline the migration process from data extraction to validation
- Provide an estimated timeline for the migration process and post migration support

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PROPOSAL SUBMISSION REQUIREMENTS & EVALUATION CRITERIA

Interested vendors must include the following in their proposal, which will be evaluated and scored based on the breakdown below:

- Company background and relevant experience (Worth up to 15 points)
 - Include as part of the response, overall experience with municipal or government projects
 - Include as part of the response, 3 references of Municipal Government Agencies similar to Owensboro. Each reference shall include:
 - Municipal Government Agency Name
 - Project Description
 - Contact Person (Name, Title, Phone Number & Email)
 - Outcomes and Results
 - Any Additional Information Regarding the Project
- Technical capability and feature set (Up to 25 points)
 - Include as part of the response, project timeline with key milestones
- User experience and accessibility (Up to 20 points)
- Cost proposal (Worth up to 20 points)
 - Include as part of the response, licensing, implementation, training, and maintenance fees
 - Include as part of the response, how the City will be invoiced throughout the project
 - The evaluation team will look at the bottom dollar, the cost-effectiveness and value for money, and the invoicing terms.
- Security and compliance measures/standards (10 points)
- Vendor support and maintenance services (10 points)

EVALUATION PROCESS

The City will select an Evaluation Committee to evaluate and score proposals received in response to this RFP. Each evaluator will independently score the proposals, with the aggregate score determining the winning proposer, or establishing a short list of proposers for an interview process. Such interviews will provide proposers with an opportunity to answer any questions the City may have on a proposer's proposal.

The City reserves the right to ask any proposer for clarification and/or additional information as may be required to carry out the evaluation process.

The City reserves the right to award the contract without having written or oral discussions with proposers. The City reserves the right to award contracts based on the best interest or what is most advantageous to the City.

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Once a vendor has been selected, a contract shall be awarded, upon acceptance of negotiations and approval by the City Manager.

KEY DATES

The following table outlines the key dates and milestones for this Request for Proposal (RFP) process. Proposers are responsible for adhering to these dates and ensuring all required submissions are completed on time. The City reserves the right to modify these dates at its discretion. Any changes will be communicated promptly to all prospective proposers.

Event	Date	Notes
RFP Issuance Date	10/06/2025	Release of the RFP
Deadline for Questions	10/24/2025	Vendors must submit any questions by this date.
Response to Questions	10/28/2025	Official responses to vendors' questions provided.
Proposal Submission Deadline	10/31/2025	All proposals must be received by this date. Late submissions will not be considered.
Proposal Evaluations Deadline	11/21/2025	Evaluation of submitted proposals.
Vendor Presentations (if applicable)	Week of 12/1/2025	Shortlisted vendors may be invited to present their proposals.
Vendor Selection & Notification	Week of 12/8/2025	Selected vendor will be notified.
Contract Negotiation & Finalization	Week of 12/15/2025	Finalization of contract terms and agreement.
Project Start Date	01/01/2026	Expected commencement of work.
Project Completion Date	03/31/2026	3 Months

GENERAL COMPLIANCE

Please read these instructions carefully.

BONFIRE PORTAL: The bid/contract documents and all addenda can be downloaded from the City's online Bonfire portal at <https://owensboro.bonfirehub.com>. Once registered, bidders can download all bid/contract documentation.

NO PROPOSAL: Proposers unable or unwilling to submit a proposal, are encouraged to provide the Purchasing Department feedback as to why they are not participating in the procurement process, via the "Intent to Bid" section under the "Submission" header in the Bonfire portal. You will see this section after you click "view the opportunity" on the homepage of the portal.

ADDENDA & INTERPRETATIONS: No interpretation of the meaning of the plans, specifications or other bid documents will be made to any proposer orally.

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Any communication related to solicitations, including the posting of Addenda and/or Q&A, will be available at <https://owensboro.bonfirehub.com>. Any questions can be asked through the available "Ask A Question" button within the solicitation in the Bonfire portal. Vendors must be registered and logged in to ask questions and should contact the Bonfire Support team at Support.Bonfire@eunasolutions.com if they have any issues.

To be given consideration, questions/clarification requests must be received 7 days before the proposal's submission date. The "question due date" is also displayed on the Bonfire portal. Failure of any proposer to receive any such answer, addendum or interpretation shall not relieve such a proposer from any obligation under his/her bid as submitted. All addenda so issued, or answer(s) posted in the Q&A section through the Bonfire portal shall become part of the contract documents.

Discussions regarding any portion of the RFP evaluation process with anyone outside of the Purchasing Department are strictly prohibited. Violation of this provision may result in the disqualification of the proposer's proposal.

INDICATION OF COMPLIANCE: Any deviation from the specification or where submitted literature does not fully support meeting the specification(s), must be clearly cited on the "Exceptions to Proposal Specifications." No deviation below "minimum" specifications will be accepted.

At the time of proposal submission, each proposer will be presumed to have read and to be thoroughly familiar with the proposal specifications and requirements (including all addenda and Q&A in Bonfire portal). The failure or omission of any proposer to examine any form, instrument, or document shall in no way relieve any proposer from any obligation in respect to his proposal.

PROPOSAL SUBMISSION: Proposals must be submitted through the online Bonfire Portal at: <https://owensboro.bonfirehub.com>. Submissions by other methods will not be accepted. Minimum system requirements: Microsoft Edge, Google Chrome, Safari, or Mozilla Firefox. (Javascript and browser cookies must be enabled.)

Vendors should contact the Bonfire Support team at Support.Bonfire@eunasolutions.com for technical questions. Vendors can also visit Bonfire's help forum at <https://vendorsupport.gobonfire.com/hc/en-us>.

Submission materials should be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire Portal. The maximum upload file size is 1000 MB. Documents should not be embedded within uploaded files, as the embedded files will not be accessible to be evaluated.

All submission documentation shall become the property of the City and will not be returned to the proposer unless an agreement in writing is secured before the bid is submitted to the City.

All Proposals, any accompanying letters, forms, samples, pictures, catalogs, or any other pertinent material that accompanies the proposal becomes the property of the City and will not be returned to the proposer unless an agreement in writing is secured before the proposal is submitted to the City.

There will not be a public opening of the proposals.

The City is not responsible for any costs associated with the preparation of the proposers' proposals and submissions or their interviews (if shortlisted).

METHOD OF PROCUREMENT: Competitive Negotiation (KRS 45A.370) will be the method of procurement for the purchase of the service(s) specified herein.

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KENTUCKY OPEN RECORDS LAW: At the time a bid or proposal is submitted to the City, vendor shall identify any information that is submitted as part of the proposal that is proprietary or confidential in nature and not subject to release for public inspection. The City will protect any proprietary or confidential information to the extent allowable under the Kentucky Open Records Act.

Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the City and all offerors have been concluded and a contract awarded to the responsible proposer submitting the proposal determined to be the most advantageous to the City based on the criteria set forth in the solicitation.

METHOD OF AWARD: This Proposal will be evaluated on the evaluation criteria established in the Proposal specifications.

The City reserves the right to accept and/or reject any and all proposals. For the same reason, the City reserves the right to waive what it determines to be any technicality or minor irregularity in any proposal. The City also reserves the right to clarify any irregularities or conflicts contained in this RFP.

All proposals will be subject to negotiation. Both the proposer and the City promise to negotiate in good faith. The City may exercise its rights to recover the expenses incurred for consultants and legal services as damages, if it determines negotiations were not undertaken in good faith.

The City may cancel this RFP, in whole or in part, at any time, without penalty. Unless otherwise specified by the City or the proposer, the City may reasonably add to or reduce from the scope depending on the proposals received, pricing and the funding available.

PRICING: All prices shall be quoted exclusive of any taxes. The City is exempt from Federal excise, transportation and/or Kentucky sales tax. Any items supplied directly to the City from a supplier/manufacturer are exempt from sales tax. Any items purchased by a vendor that will be used in the fulfillment of a contract are not exempt from sales tax.

In case of a discrepancy in the extension of a unit price, the unit price shall govern the total price.

Prices quoted shall remain firm and open to acceptance by the City for a minimum period of ninety (90) days after Proposal opening.

WARRANTY: One year workmanship warranty (minimum) with manufactured material warranty stated.

SHIPPING CHARGES: All items quoted shall be "F.O.B. Destination." No additional freight charges will be allowed.

INSURANCE REQUIREMENTS: The successful bidder covenants and agrees to maintain and keep in force during the term of the contract worker's compensation, property, casualty, and general liability in the following minimum amounts:

- Worker's Compensation
 - Statutory Limit
- Commercial General Liability
 - \$1,000,000 (per occurrence)/\$2,000,000 (aggregate)
 - Name the City as additional insured
 - Primary and non-contributory
 - Waiver of subrogation
- Commercial Automobile Liability*

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- \$1,000,000 CSL
- Name the City as additional insured
- Primary and non-contributory
- Waiver of subrogation
- *Only needed if vendor has to come on-site to perform services
- Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance)
 - The Vendor shall maintain cyber liability (which includes technology and professional liability coverage)/privacy insurance appropriate to the vendor's profession in an amount not less than two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) annual aggregate, covering all acts, claims, errors, omissions, negligence, infringement of intellectual property (including copyright, patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, information theft, damage to destruction of or alteration of electronic information, breach of privacy perils, wrongful disclosure and release of private information, collection, or other negligence in the handling of confidential information, and including coverage for related regulatory fines, defenses, and penalties. 2) Such coverage shall include data breach response expenses, in an amount not less than two million dollars (\$2,000,000) and payable whether incurred by the State or vendor, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services and expenses in the performance of services for the State or on behalf of the State hereunder.

On all policies of insurance, the vendor shall ensure their liability carrier(s) notify the City at least thirty (30) days prior to the effective date of any change(s) in or cancellations of said insurance policies, as allowed by law. Vendor shall have 10 business days to provide the appropriate insurance certificate meeting all policy requirements and limits.

PROPOSOR'S QUALIFICATIONS: The vendor must demonstrate to the satisfaction of the City that he has adequate equipment, personnel, experience and understanding of the specifications to perform service under the contract. No contract will be awarded to any proposer who, in the opinion of the City, is not qualified to perform satisfactorily due, but not limited, to the following:

- A previously unfavorable performance
- Reputation or lack of experience
- Organizational stability
- Insufficient equipment
- Insufficient personnel to conduct and complete the services in accordance with the terms and conditions of the contract.

The City may make such investigations as deemed necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of, such proposer fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

Successful proposer must comply with the City Occupational License Fees Ordinance, and any other ordinances which may apply to any bid package.

BUSINESS LICENSE: Successful vendor must obtain a business license from the City.

1. Resident vendor must have a valid City business license.

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2. Non-resident vendor providing services, delivering products via a private carrier (as defined below), or delivering products via vendor's employees must have a valid City business license.

Non-resident vendor does not have to obtain a business license if vendor spends less than twelve (12) hours or twelve (12) visits per year for the purpose of reporting, delivering and receiving instructions.

Non-resident vendor does not have to obtain a business license if vendor acquires merchandise by using the Kentucky Master Agreement (unless the Master Agreement requires local licensing).

Resident: An individual, co-partnership, association, corporation or other entity domiciled or having a business situs within the corporate limits of the city.

Nonresident: An individual, corporation, partnership, fiduciary, association or other entity domiciled outside the corporate limits of the city.

The business license application and applicable fees can be found under the "Occupational/Net Profit License Fee Forms" at the following link: <https://www.owensboro.org/page/finance-department>. The vendor has 10 business days from the date on the award letter to submit the application and applicable \$75 fee.

SUBCONTRACTORS: Any Subcontractors who may be employed by the prime vendor to fulfill the terms of the contract must be listed on the "Subcontractors Registry Page" within the Bonfire portal. Subcontractors must adhere to the same requirements as the prime vendors.

PAYMENT: The Proposal must clearly state the payment terms, including prompt payment discounts and payment due dates. Discounts should be figured in the unit price of the quoted item. The City reserves the right to select the most beneficial terms.

FAILURE TO PERFORM: Any vendor awarded a contract who fails to fulfill all obligations in this contract may be disqualified from bidding on any City proposal for a period of up to five (5) years. Should the vendor fail to perform as indicated herein the City reserves the right to procure the required services elsewhere at its discretion, either temporarily or permanently, and to either suspend or cancel all or part of the contract. Should such action be taken, the vendor shall be responsible for all excess costs incurred by the City.

RIGHT OF OWNER TO TERMINATE CONTRACT: City may terminate a contract because a vendor fails to perform its contractual duties.

If a vendor is determined to be in default, the City shall notify the vendor in writing and may either 1) terminate the contract immediately or 2) set a date by which the vendor shall cure the identified deficiencies. The City may proceed with termination if the vendor fails to cure the deficiencies within the specified time.

A default in performance by a vendor for which a contract may be terminated shall include, but not be limited to:

- Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
- Failure to diligently advance the work under a contract for services;
- The filing of a bankruptcy petition by or against the vendor;
- Actions that endanger the health, safety or welfare of City or its citizens.

If, during the terms of this Contract, funds are not appropriated for the payment of the City's obligations

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hereunder, the City's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

AT WILL TERMINATION: Notwithstanding the above provisions, the City may terminate this contract at will in accordance with the law upon providing thirty (30) days' written notice of that intent. Payment for services or goods received prior to termination shall be made by the City provided those goods or services were provided in a manner acceptable to the City. Payment for those goods and services shall not be unreasonably withheld.

HOLD HARMLESS AGREEMENT: The vendor/subcontractor covenants to save, defend, keep harmless, and indemnify the City and all of its officers, departments, agencies, agents, and employees from and against all claims, loss, damage, injury, fine, penalties, and costs including court costs and attorney's fees, charges, liability, and exposure however caused resulting from, arising out of, or in any way connected with the vendor's/subcontractor's negligent performance or non-performance of the terms of the contract.

EQUAL OPPORTUNITY STATUTES: The City is an equal opportunity employer and does not discriminate based on race, color, religion, sex, national origin, age, marital status, physical or mental disability, or any other characteristic protected by law. The City is also committed to employing only United States citizens and aliens who are authorized to work in the United States. The City complies with the Immigration Reform and Control Act of 1986. Therefore, the successful proposer must demonstrate to the satisfaction of the City that he also conforms to all Federal, state, and local equal opportunity statutes. Further, the vendor will reimburse the City for any damages incurred due to any violation of the above-mentioned statutes by the vendor while under contract to the City.

"OR EQUAL" CLAUSE: Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturer's or vendors' names, trade names, catalog numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Owner of equal substance and function.

RIGHT TO PROTEST: Any actual or prospective proposer who is aggrieved in connection with the solicitation may file protest with the City Finance Director. A protest or notice of other controversy must be filed promptly and in any event within two (2) calendar weeks after such aggrieved person knows or should have known of the facts giving rise thereto. All protests or notices of other controversies must be in writing and shall be addressed to:

Mrs. Angela Waninger
City of Owensboro
101 East 4th Street
Owensboro, KY 42303

GOVERNING LAWS: The vendor shall always comply with all applicable Federal, State, and local regulations, policies, procedures and directives.

PROHIBITED INTEREST: No member officer, or employee of the City or the vendor during his tenure or for one year thereafter shall have any financial interest, direct or indirect, in this Contract or the proceeds thereof as identified in KRS 45A.340. The City and the vendor shall comply with the requirements of the Executive Branch Code of Ethics KRS Chapter 11 A.

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COVENANT AGAINST CONTINGENT FEES: The vendor warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the City shall have the right to annul this Contract without liability or, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

VIOLATIONS: Pursuant to KRS 45A.485, the vendor shall reveal to the Cabinet any final determination of a violation within the previous five (5) year period pursuant to KRS Chapter 139, 136, 141, 337, 338, 341 and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health law, unemployment compensation law, and workers compensation insurance law, respectively.

SECURITY CLAUSE: In accordance with KRS 61.932, any party that contracts with the City and has access to, possesses, or maintains "personal information," as a part of that Contract, shall implement, maintain, and update security and breach investigation procedures and practices that are appropriate to the nature of the information disclosed. Such procedures and practices shall be designed to protect personal information from unauthorized access, use, modification, disclosure, manipulation, or destruction and shall be at least as stringent as the security and breach investigation procedures and practices established by the Kentucky Department for Local Government in Protection of Personal Information, Security and Incident Investigation Procedures and Practices for Local Governmental Units, Fall 2014 edition.

A vendor that is provided access to personal information by the City, or that collects and maintains personal information on behalf of the City as a part of this Contract shall notify the City in the most expedient time possible and without unreasonable delay but within seventy-two (72) hours of determination of a security breach relating to the personal information in the possession of the vendor. The notice to the City shall include all the information the vendor has regarding the security breach at the time of notification. The cost of the notification and investigation of a security breach required by KRS 61.933 shall be borne by the vendor. The term "personal information" means an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- (a) An account number, credit card number, or debit card number that, in combination with any required security code, access code, or password, would permit access to an account;
- (b) A Social Security number;
- (c) A taxpayer identification number that incorporates a Social Security number;
- (d) A driver's license number, state identification card number, or other individual identification number issued by any agency;
- (e) A passport number or other identification number issued by the United States government; or
- (f) Individually identifiable health information as defined in 45 C.F.R. sec. 160.103 except for education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. sec. 1232g.

****A copy of the Protection of Personal Information Security and Incident investigation Procedures and Practices for Local Government Units can be viewed at <http://bit.ly/2J9Cmwrt>.**

CONFLICTS OF INTEREST: All Proposers are responsible for complying with the following KRS 45A.455: *Conflicts of Interest - Gratuities and Kickbacks - Use of Confidential Information.*

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 matter pertaining to any contract or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

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He, or any member of his immediate family has a financial interest therein; or a business or organization in 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 any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or any other advisory capacity.

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity 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 therefor.

It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime vendor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency's written contract and solicitation therefor.

It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

For further information on the conflict-of-interest statutes, see the *Recovery of Value of Anything Transferred or Received in Breach of Ethical Standards* at KRS 45A.460, and *Definitions for Terms Used in KRS 45A.445 to 45A.460* at KRS 45A.445.