



## **INVITATION TO BID**

The Henderson Water and Sewer Commission of the City of Henderson, Kentucky will receive sealed competitive bids at its office at 111 Fifth Street, Henderson, Kentucky 42420, until 1:30 p.m. (Local Time), on the 7th day of September, 2011 at which time the bids will be opened and considered for the purchase of the following:

### **WATER AND SEWER MODELING SOFTWARE FOR THE HENDERSON WATER UTILITY**

Specifications and Instructions to Bidders may be obtained from:

HWU website: [http://www.hkywater.org/htm\\_procurement/bid\\_home.htm](http://www.hkywater.org/htm_procurement/bid_home.htm)

HWU Bobby Gish Administration Building: 111 Fifth Street, Henderson, KY 42420

Questions regarding this bid should be directed to Tom Williams at 270-869-6621.

The Water and Sewer Commission reserves the right to accept or reject any or all bids in whole or in part and to waive informalities and/or technicalities in the bids. Conflicts of interest, gratuities and kickbacks as defined and provided for in K.R.S. 45A.455 are absolutely prohibited.

Clarifications and Addenda will be posted on the HWU procurement web site as listed above.

## **SOLICITATION INSTRUCTIONS AND CONDITIONS**

### **1. DEFINITIONS:**

As used herein:

- a. The term "solicitation" includes the Invitation for Bids, Solicitation Instructions and Conditions, Bid Form and Technical Specifications, and any Clarifications or Addenda issued by the Owner.
- b. The term "offer" means "bid" or "proposal".
- c. The term "Vendor" shall mean the party responsible for furnishing submittals, equipment, accessories, controls, operation and maintenance manuals and training, startup services and warranting the equipment as required in this Request for Proposals. Prior to award of contract, a potential Vendor may be referred to by the terms "Bidder" or "Offeror".
- d. The term "Owner" shall mean the Henderson Water Utility (HWU), 111 Fifth Street, Henderson, Kentucky, 42420.
- e. The term "Purchase Order" shall mean the document executed by the Vendor and the Owner.
- f. The term "Nonresident bidder" is defined by KRS 45A.494(3).
- g. The term "Resident bidder" is defined by KRS 45A.494(2).
- h. The term "Qualified bidder" means Kentucky Industries for the Blind, Incorporated; any nonprofit corporation that furthers the purposes of KRS Chapter 163; or a qualified nonprofit agency for individuals with severe disabilities as described in KRS 45A.465(3).

### **2. PREPARATION OF OFFERS**

- a. Offerors shall examine the drawings, specifications, schedule, and all instructions. Failure to do so shall be at the offeror's risk.
- b. Offers shall set forth full, accurate, and complete information as required by the solicitation. Offers that contain an offeror's own special terms and conditions in conflict with the terms of the solicitation or state statutes and regulations may be rejected.
- c. Each offeror shall furnish the information required by the solicitation on the bid forms included herein. The offeror shall sign the solicitation in ink and type or print in ink his name, firm, address, telephone number, and date. Erasures or other changes shall be initialed in ink by the person signing the offer. Approved electronic format may also be accepted.
- d. Any explanation or statement which the offeror wishes to make concerning the bid shall be written separately and independently of the proposal or bid, attached to the bid form, and placed in the envelope with the bid. Any such statement or explanation must refer to the bid submitted and shall also be signed by the offeror.
- e. Unit price for each unit offered shall be shown and such price shall include packing and delivery to HWU unless otherwise specified within the Bid Form, and shall include startup and training services where specified in the Technical Specifications. Fuel Surcharges and any other miscellaneous charges should be included in the unit price. A total shall be entered in the amount column of the schedule for each item offered. In

case of discrepancy between a unit price and extended price, the unit price shall govern.

- f. Cash discounts shall not be considered in making the award of the contract.
- g. Trade discounts shall be deducted by the vendor in calculating the unit price quoted, unless otherwise stated.
- h. Offers for supplies or services other than those specified shall not be considered unless authorized by the solicitation.
- i. The award of the Purchase Order will be based on the quoted price and an acceptable schedule.
- j. Time, if stated as a number of days, shall include Saturdays, Sundays, and Holidays. One day is 24 hours; One week is 7 days; One month is 28 days.

### **3. OFFEROR CLARIFICATION – REQUEST AND RESPONSE**

Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation drawings, specifications, etc., **shall be requested in writing to the HWU Director of Engineering, by the date listed on the Bid Form (page 11)**. Oral explanations or instructions given before the award of the contract shall not be binding. Any information given to a prospective vendor concerning a solicitation shall be furnished to all prospective vendors as an amendment or clarification of the solicitation, if such information is necessary to vendors in submitting offers on the solicitation, or if the lack of such information would be prejudicial to uninformed vendors. Vendors will not be notified individually of clarifications/amendments to the bid. All information pertaining to the bid will be posted on the HWU website at [http://www.hkywater.org/htm\\_procurement/bid\\_home.htm](http://www.hkywater.org/htm_procurement/bid_home.htm).

### **4. ACKNOWLEDGEMENT OF ADDENDA TO SOLICITATIONS**

Receipt of an addendum to a solicitation shall be acknowledged by the offeror. Such acknowledgement shall be received prior to the hour and date specified for receipt of offers. Verbal acknowledgement shall not be accepted. Failure to acknowledge addenda may cause the bid to be considered non-responsive.

### **5. PROTEST PROCEDURES**

#### **a. Protests prior to bid opening**

Any protests, prior to bid opening must be submitted in writing and received by HWU at least ten (10) calendar days prior to bid opening. This ten (10) calendar day deadline may be waived by the HWU Purchasing Manager for good cause shown. The HWU Purchasing Manager will issue a response to the protest no later than five (5) calendar days after receipt of the protest. The response shall be in writing and set forth the reasons for the response.

Upon receipt of a protest, the HWU Purchasing Manager will immediately determine if the bid opening should be postponed. If the bid opening is postponed, HWU will notify all prospective bidders who have been furnished a copy of the specifications that a

request for review has been received and that the bid opening is postponed. Upon issuance of its response to the protest, HWU will issue an appropriate addendum rescheduling the bid opening.

**b. Protests after bid opening**

Protests after bid opening will be considered only as to issues which were not apparent before bid opening. After bid opening no protests of specifications will be considered.

Any protest after bid opening, including a protest of contract award, must be submitted in writing and received by HWU within five (5) calendar days of the action being protested. No other form of protest will be considered. After the time for protest of contract award has expired, these protest procedures will be considered to be inapplicable, and any disputes will be resolved by HWU under contract provisions or other remedies, if available.

Protests submitted to HWU shall:

- (a) Include the name and address of the protestor.
- (b) Identify clearly the procurement under which the protest is being submitted.
- (c) Identify the action being protested and provide sufficient detailed documentation to support the protest action.
- (d) Indicate the action, ruling or relief desired from HWU.

The HWU Purchasing Manager will review the protest and render his or her decision in writing within five (5) calendar days of receipt of the protest, setting forth reasons for his or her decision.

HWU is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of the procurement, including protests, contract defaults, disputes or breaches. The decision of the HWU Purchasing Manager as to protests shall be final and conclusive, unless, within five (5) calendar days of the date a decision was rendered by the HWU Purchasing Manager, a written appeal of the same is submitted by the bidder to the Water and Sewer Board of Commissioners. Any appeal to the Board of Commissioners shall include:

- (a) A statement of the grounds for review and any supporting documentation.
- (b) A copy of the protest filed with HWU and a copy of the HWU Purchasing Manager's decision.

If the appeal is submitted prior to award of a contract, HWU will not award until the matter is resolved. If the contract has been awarded prior to the appeal, the contractor shall proceed diligently with the performance of the contract.

**6. SUBMISSION OF OFFERS**

- a. Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the opening hour and

date specified in the solicitation, the solicitation number, and the name and address of the offeror on the face of the envelope(s).

- b. Telegraphic or facsimile offers shall not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic or facsimile notice, if such notice is received prior to the hour and date specified for receipt. Telegraphic or facsimile modifications shall not mention unit prices or total price; but shall only refer to percentage change or numerical change (i.e., "*reduce unit price of item 1 by \$1.00*").
- c. Samples of items, if required, shall be submitted within the time specified, and not unless otherwise specified, at no expense to HWU. If not destroyed by testing, samples shall be returned at the offeror's request and expense, unless otherwise specified by the solicitation. Unless a request for their return is made within thirty (30) days of award of contract, all samples shall become property of HWU.
- d. A five percent (5%) bid bond is required for all contracts over \$ 25,000. Bid Bonds shall conform to all applicable statutory requirements, and shall be submitted with the bid. A Certified Check is acceptable. Bid Bonds will be returned to unsuccessful bidders after award. Payment and Performance Bonds in an amount of 100% of the contract price will be required of the successful bidder.

## **7. MODIFICATION OR WITHDRAWAL OF OFFERS**

Offers may be modified or withdrawn by written notice received prior to the exact hour and date specified for receipt of offers. An offer may also be withdrawn in person by an offeror or his authorized representative, if his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers.

## **8. LATE OFFERS AND MODIFICATIONS**

Offers and modifications of offers received at the office designated in the solicitation after the exact hour and date specified for receipt shall not be considered for an award of contract, UNLESS:

- a. No bids are received other than the late bid; and
- b. The needs of HWU are determined to preclude the re-solicitation of bids.

## **9. MULTIPLE AND ALTERNATE BIDS**

Bidders shall submit one response only to the solicitation and shall not propose more than one price, model, and brand for each bid item. Multiple or alternate bids offering more than one bid price in total (or by line-item) shall be cause for rejection unless specifically called for in special provisions provided elsewhere in the solicitation.

## 10. AWARD OF CONTRACT

- a. It is the intent of HWU to award this contract to vendor offering the lowest evaluated bid price for products which meet the specifications set forth in this document. Any and all anticipated costs for HWU to implement the project will be taken into consideration.
- b. HWU reserves the right to reject any offers and to waive informalities and minor irregularities in offers received. The award of this contract will be contingent upon funds being appropriated for this purchase.
- c. The bidder, if awarded an order or contract, agrees to protect, defend, and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility against any demand for the use of any patented materials, process, article, or device, that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save harmless the Henderson Water and Sewer Commission and the Henderson Water Utility from suits or actions of every nature and description brought against it, for on account of any injuries or damages received or sustained by any party or parties, by or form any of the acts of the contractor, his servants, or agents.
- d. The awarded contract shall agree to offer the prices and the terms and conditions offered herein to any municipality, county or state government; public utility; non-profit hospital; educational institute; special governmental agency; and non-profit corporation performing governmental functions in Western Kentucky area who wish to participate in a cooperative purchase program with Henderson Water Utility. Other agencies will be responsible for entering into separate agreements with the Contract and for all payments thereunder.
- e. The bidder agrees to hold the proposed pricing for up to 30 days after bid proposal is opened.

A written award mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a contract without further actions by either party.

## 11. METHOD OF AWARD: BEST VALUE - RANKING APPROACH

The Owner intends to award a Contract to the Contractor whose bid, conforming to the BID FORM, is the most advantageous on the basis of "best value" for all products, services, and requirements contained herein. An evaluation committee or a designated individual will evaluate the information provided by the Contractor in response to the established measurable criteria contained herein.

<b><i>Measurable Criteria:</i></b>	<b><i>Price</i></b>	<b><i>90 Points</i></b>
	<b><i>Annual Maintenance Fees</i></b>	<b><i>10 Points</i></b>
<b><i>TOTAL POINTS</i></b>		<b><i>100 Points</i></b>

Each Contractor is responsible for submitting all relevant, factual and correct information with their Bid to enable the evaluator(s) to afford each Contractor the maximum score based on the

available data submitted by the Contractor. The Contractor shall explicitly adhere to the BID FORM which contains adequate space for the Contractor's pricing.

**Bid Price (90 Points), Annual Maintenance (10 points)**

The bidder with the lowest Bid Price receives the maximum score. The bidder with the next lowest Price receives points by dividing the lowest Price by the next lowest Price and multiplying that percentage by the available points. For Example, 90 points is allocated to the lowest Price criteria for this procurement; Bidder "A" bids \$3,000 as the lowest bidder and receives the maximum 90 points ( $\$3,000 / \$3,000 = 1.00 \times 100 = 90$ ). Assume Bidder "B" is next lowest bidder at \$4,000, then "B" receives 67.5 points ( $\$3,000 / \$4,000 = .75 \times 90 = 67.5$ ).

A similar computation is performed for annual maintenance costs, and the scores are added to determine the Best Value score. These scores are not used to adjust pricing in any way.

Best Value scoring is subject to Reciprocal preference for Kentucky resident bidders and Preferences for a Qualified Bidder or the Department of Corrections, Division of Prison Industries (KAR 200 5:410).

The Contractor is required to submit a complete copy of the "Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status" attached to the BID FORM.

**12. KENTUCKY / INDIANA SALES AND USE TAXES**

Sales of tangible personal property or services to HWU are not subject to state sales or use taxes. Henderson Water Utility's Kentucky/Indiana sales tax exemption number will be provided to the successful bidder(s).

**13. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS**

Any contracts or orders placed as a result of the offer shall be governed by the laws of the Commonwealth of Kentucky. The rights and obligations of the parties thereto shall be determined in accordance with these laws. Any offer conditioned upon governance by the laws of a state other than Kentucky shall not be considered.

Conflicts of interest, gratuities and kickbacks as defined and provided for in KRS 45A.455 are absolutely prohibited. Bidder acknowledges and certifies by submission of his bid that all the provisions of KRS 45A.455 are complied with fully.

A City of Henderson business license is required for all vendors servicing accounts within the City of Henderson. Information regarding the business license can be obtained by calling the business license office at 270-831-1200. Vendors will be allowed ten (10) days after award of bid to submit a copy of their current business license to the Purchasing Manager.

#### **14. CONTRACT MODIFICATIONS**

During the period of the contract, no modification shall be permitted in any of its conditions and specifications unless the contractor receives written approval from the Purchasing Manager.

If the contractor finds at any time that existing conditions make modification in requirements necessary, he shall promptly report such matter to the Purchasing Manager for consideration and decision. All contract modifications shall be subject to the provisions of 200 KAR 5:311.

#### **15. ADDITIONAL CHARGES/FEEES**

The bid price of the product is the complete product price. There will be no fuel surcharges, delivery fees, handling fees, container return fees, or any other fees/charges associated with the purchase, installation or delivery of products.

#### **16. SELLER'S INVOICES**

Invoices shall be prepared and transmitted via fax or USPS to HWU at the provided address. Invoices shall contain, at a minimum, the following information: Purchase Order number, and an appropriate Schedule of Values, prepared in an approved format, showing each bid item of the work.

HWU is a municipality and invoices are processed for payment not less than once per month. Terms are net 30 after receipt of invoice.

#### **17. PRECEDENCE OF PROVISIONS**

In the event of an inconsistency between provisions of the solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) Addenda, if issued; (b) Solicitation Instructions and Conditions; (c) General Conditions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and, e) the Technical Specifications.

## 18. SOFTWARE REQUIREMENTS

Vendor shall supply GIS-based water, wastewater and stormwater modeling software, capable of full integration and optimization with ArcGIS version 9.x.

Software shall:

- Be certified by the National Association of GIS-Centric Software ([www.nagcs.com](http://www.nagcs.com)).
- Build/run Network models in ArcGIS, constructing and updating models directly from the geodatabases. Software shall be InfoWater Executive Suite and InfoSWMM Executive Suite, or approved equal.
- Provide native capability for export of model results in a format that can be viewed within Google Earth or ArcGIS Explorer.
- Water distribution system shall be capable of handling up to 7,000 links in order to minimize the need to “skeletonize” the model, and shall include the following modules:
  - Connectivity Tool – identifies potential connectivity problem areas and remedies such errors at the direction of the user.
  - Valve Criticality Modeling – determines the most critical valves in the event of failures.
  - Demand Allocation – used to increase the speed, accuracy and flexibility of inputting water consumption when developing and maintaining the model.
  - Protection and Security – aids in water security planning and risk assessment.
  - System Design – used to optimize network improvements and plan projects.
  - Calibration – tools for developing and maintaining accurate pressure and flow modeling.
  - Pump Operation Optimization – used to determine when pumps should be turned on and off to minimize energy costs.
  - Water Quality Modeling – have water quality capabilities and be able to perform Water Age Analyses, Source Tracing, and modeling of the decay or growth of any Conservative or non-Conservative chemical constituent (including TTHM growth).
- Sanitary and Stormwater modeling shall be combined in a single package, to aid in combined sewer modeling, shall accommodate 5,000 links, and shall contain the following modules:
  - Connectivity Tool – identifies potential connectivity problem areas and remedies such errors at the direction of the user.
  - Demand Allocation – used to model dry weather sanitary sewer flows.

- Design – tools to aid in maximizing storage efficiencies in the combined sewer system, and to use digital contour information to characterize sub-catchments.
- Storage Synthesizer – models interactions between gravity and pressure mains to aid in minimizing sewer overflows.
- Calibration – tools for developing and maintaining accurate pressure and flow modeling.
- Hydrogen Sulfide Generation and Propagation – model the generation and propagation of hydrogen sulfide throughout the collection system.
- Storm Simulation – simulates multiple storm events in a single model run.

Provide annual maintenance costs in the appropriate space on the bid form. These costs should include both water, sanitary and stormwater module pricing. Include first-year maintenance costs in software pricing.

In the “Attachments Required” section, provide a listing of computer hardware requirements for adequate performance of the software to be furnished. List operating system, physical memory, and other requirements as needed. Vendor is not required to furnish hardware as part of this procurement.

**BID FORM**

**PROJECT IDENTIFICATION:** Water & Sewer Modeling Software  
Henderson Water Utility  
Ref# 201106

**THIS BID SUBMITTED TO:** Henderson Water Utility  
111 Fifth Street  
Henderson, KY 42420

**CONTACT INFORMATION:** All questions regarding this bid solicitation should be directed to the Director of Engineering as per item #3 in the Solicitation Instructions and Conditions.

**DATE REFERENCES:** Last day for bid clarifications: 30 August 2011  
Bid Closing: 7 September 2011, 1:30 p.m.  
HWU Board Meeting (award): 19 September 2011  
Tentative date PO is issued: 20 September 2011

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to furnish equipment as specified or indicated in the Bid Documents and Technical Specifications for the Bid Price(s) and in accordance with the other terms and conditions of the Bid Documents and Technical Specifications.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and the Bid Documents and Specifications. This bid will remain subject to acceptance for ninety days after the day of bid closing.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement that:
  - a. BIDDER has examined copies of all the Bidding Documents and of the following addenda (receipt of all which is hereby acknowledged):

DATE	NUMBER

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents and Technical Specifications, and all conditions, laws and regulations that in any manner may affect cost, or furnishing the equipment required.

- c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over the PURCHASER. Bidder acknowledges and certifies by submission of his bid that all the provisions and statutes of KRS 45a.465 are complied with fully.

**Bid Form**  
**Water & Sewer Modeling Software**  
**Pricing to be held for 30 days after submittal is opened**

Item	Brand/Model/Details	Total Price
InfoWater Suite 7.0 (Upgrade) or approved equal		\$
InfoSWMM Suite 9.0 or approved equal		\$
Subtractive Credit for exchange of existing software		\$
	<b>Total Cost</b>	\$
Annual Maintenance Costs (after first year)	To be used for Bid Evaluation	\$

Bidders – please attach a “post-it” note or other tag to this page, in your completed bid.

**Attachments Required:**

List Hardware Requirements (or attach separately)

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**Exceptions Taken to this Proposal:** List any and all exceptions.

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**SIGNATURE PAGE**

**Non-Collusive Bid Statement:** The undersigned bidder, having fully informed himself regarding the accuracy of the statements made herein, certifies that: (1) The bid has been arrived at by the bidder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the bid, designed to limit independent bidding or competition, and (2) The contents of the bid have not been communicated by the bidder or its employees or agents to any person not any employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicate by any such person prior to the official opening of the bid.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Name and Title (printed)

\_\_\_\_\_  
Legal Name of Business

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

Affix seal below if bid is by corporation.

This seal was herewith affixed in the presence of:

Signature \_\_\_\_\_ Title \_\_\_\_\_

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS  
CLAIMING QUALIFIED BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a “qualified bidder” in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular “qualified bidder” status claimed by the bidding entity.

\_\_\_\_\_ A nonprofit corporation that furthers the purposes of KRS Chapter 163

\_\_\_\_\_ Per KRS 45A.465 (3), a “Qualified nonprofit agency for individuals with severe disabilities” means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder’s claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

[Seal of Notary]

**Check this box if not claiming Qualified Bidder Status**

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS  
CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth;
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes;
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address  
\_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires

[Seal of Notary]

**Check this box if not claiming Resident Bidder Status**