University of Kentucky HealthCare – Expand Patient Care Facility

Bid Manual For:

ESP-3.3
Early Sequence Package 3.3:
Substation #1 Expansion & Site Electrical Distribution

UK Project #2615.0
10/28/2026

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SECTION 00 01 16.01 – INVITATION TO BID

University of Kentucky HealthCare
Expand Patient Care Facility
Early Sequence Package 3.3: Substation Expansion

DATE Issued: Tuesday, October 28th, 2026

BIDS DUE: Tuesday, December 1st, 2026, at 3:00 PM EST

1. Invitation

The University of Kentucky (Owner, University) and Construction Manager Walsh Turner JV III (Walsh Turner JV or WTJV) is soliciting Firm Fixed Proposals (Bids) in the manner and on the date hereinafter specified for the furnishing of all labor, materials, supplies, tools, appliances, equipment, services, etc., necessary for the construction of PROJECT# 2615.0 Expand Patient Care Facility Early Sequence Package 3.3, as set forth in the specifications and as shown on the drawings as prepared by HDR et al and approved by the Construction Procurement Section and under the terms and conditions of this Invitation.

2. Project Description

The Expand Patient Care Facility project will involve the construction of a 2.08 million SF, 895-bed facility, with the focus on the expansion of the Expand Patient Care Facility. The building will accommodate additional inpatient beds and clinical support services. General services targeted for this location include, but are not limited to, adult and pediatric inpatient rooms, observation spaces, operating rooms, minor procedures, diagnostic services, imaging services, pharmacy, retail, lab, administration, support, and meeting spaces.

The ESP-3.3 scope of work includes expanding the infrastructure within the existing Substation #1 with a new transformer and switchgear building with all associated equipment as well as work in Substation #3. The scope of work also includes underground electrical duct banks throughout the EPCF, CUP, and Garage sites, along with wire, terminations, and energization. The electrical infrastructure provided in this ESP will provide the main normal and emergency power distribution for the new projects on site. See schedule, schedule & logistics narrative, and logistics plans for detailed information.

ESP-3.3 Contains the following Trade Categories available for Bidding:

- ESP-3.3 BP #001.01 – General Trades
- ESP-3.3 BP #026.01 – Electrical

Future bid opportunities will be available for other packages associated with Project 2615.0.

3. CRITICAL STEP: Notice of Intent to Bid

Firms interested in bidding on this solicitation **must submit a completed Notice of Intent to Bid**. See 00 01 16.02 Notice of Intent to Bid Form. This will enable the WTJV team to provide access to Smartbid system for document download and Bid Upload.

4. Method of Receiving Bids

Bids will be received from Prime Contractors on a Lump Sum Amount for the total project. All phases of the work shall be bid to and through the Prime Contractors. Bids shall be submitted in the manner herein described and on the official proposal form included with the conditions and specifications and shall be subject to all the conditions as set forth and described in the Bid Documents.

Bids shall be submitted DIGITALLY via SmartBid in a single consolidated PDF document. Bids shall be only on the Official Forms supplied by the Construction Manager and in the following order:

1. 004116 Form of Proposal including all parts
    - 00 41 16 Form of Proposal
        - Acknowledged Addenda
        - Authentication of Bid and Non-Collusion and Non conflict of interest
    - 00 01 16.02 Notice of Intent to Bid Form
    - 00 41 00.XX Bid Breakdown Form – By Trade Category
    - 00 43 26 Bid Proposal Form Labor Rates
    - 00 45 16 Subcontractor Bidder Information Form
    - 00 45 16.01 Labor and Billing Projections
2. Determination of Responsibility
3. Bid Bond
4. Apparent Low Bidder will have until twelve o'clock (12) noon of the first working day following bid opening to provide:
    - Primary list of Proposed subcontractors
    - List of Materials and Equipment

5. Method of Award

Final Award of contract will be made on the Basis of the Lowest, Responsive, and Responsible Bid, which offers the best value.

6. Schedule of Project

The time for Substantial Completion as further defined in Article 1 of the General Conditions shall be per project schedule consecutive calendar days from the date of commencement as specified in the Work Order letter, or as shown on the Construction Manager's Project Schedule, and Final Completion shall be thirty (30) consecutive calendar days thereafter. Substantial Completion will include all the site restoration completed, site clean-up and fully functional.

7. Schedule of Procurement

10/28/2026 – Bid Documents Issued
11/04/2026 – Pre-Bid Meeting via Teams – 3pm EST
11/11/2026 – Final RFIs Due – via email – 3pm EST
11/18/2026 – Addendum Issued by EOD
12/1/2026 – Proposals due via SmartBid – 3pm EST
12/1/2026 – Bid Opening via Teams – 3:10pm EST

8. Bonding

All bids shall be accompanied by a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements are contained in the Instruction to Bidders, General Conditions and Special Conditions, and Construction Manager's Contract.

9. Plans and Specifications Review

Specifications, Plans and Contract Documents may be downloaded from Smartbid Following Completion of the Notice of Intent to Bid Form See 00 01 16.02 Notice of Intent to Bid Form.

Notes: Contractors that receive plans and specifications from other sources and do not complete the Notice of Intent to Bid Form will NOT be able to upload and submit their proposal into SmartBid.

10. Bid Submittal

Contractors must submit their bid in a single consolidated PDF and submit digitally through SmartBid. Firms that have completed the Notice of Intent to Bid Form will have ability to submit their bids in this manner.

Upon upload to SmartBid, bids will be marked showing time and date received.
Bids received after the scheduled closing time will not be considered provided legal and accepted bids have been received on said referenced Invitation.

Bids will be opened via Teams at 3:10 EST, 11/25/2026.

Microsoft Teams meeting
Join:
https://teams.microsoft.com/meet/2686634857775222?p=zJSLqHPaNTuijFDWXd
Meeting ID: 268 663 485 777 522 2
Passcode: 377WK2Hm

Need help? | System reference
Dial in by phone
+1 773-917-3510,,175723876# United States, Chicago
Find a local number
Phone conference ID: 175 723 876#
For organizers: Meeting options | Reset dial-in PIN

11. Bid Withdrawal

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum shall not be cause for withdrawal of the bid without forfeiture of bid bond. Bids may be withdrawn, prior to the closing date for receipt of bids.

12. Right to Reject

The University of Kentucky, Construction Procurement Section, reserves the right to reject any and all bids and to waive all formalities and/or technicalities where the best interest of the University may be served.

13. Pre-Bid Conference

Pre-Bid Conference via Teams at 3:10 EST, 11/02/2026

Microsoft Teams meeting
Join:
https://teams.microsoft.com/meet/259983487054767?p=KRsXAFgWjl3E17cETF
Meeting ID: 259 983 487 054 767
Passcode: xw6xw9az

Need help? | System reference
Dial in by phone
+1 773-917-3510,,793432140# United States, Chicago
Find a local number
Phone conference ID: 793 432 140#
For organizers: Meeting options | Reset dial-in PIN

14. Project Team

Construction Manager:	Walsh Turner JV III 929 West Adams Street Chicago, IL 60607
Owner:	University of Kentucky
Architect:	HDR Architecture/Champlin Architecture
Structural Engineer:	Walter P. Moore / Brown + Kubican
MEPFP Engineer:	BR+A/KFI
Technology Engineer:	SM&W
Civil Engineer:	Carman

15. Questions

All pre-bid requests for information (RFIs), or other communication must be in written format and should be submitted to:

UKChandlerWTJV@walshgroup.com

Please use UKHC CHANDLER EXPANSION ESP 3.3 RFI in the subject line of your email and submit your questions in Excel format.

The RFI cut-off date is 3:00 pm (EST) on 11/11/2026.
RFI responses will only be released via Smartbid. Final RFI responses will be issued with the final addendum on 11/17/2026.

16. Substitution – Materials and Equipment

Bidders wishing to submit a request for consideration of an alternate under the provisions of Article 48.3 of the General Conditions to the Contract to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall submit a written request using the “UK Substitution Request Form”, to the University at least 14 calendar days prior to the official bid date of the Project including all necessary information and sufficient detail to allow evaluation by the Consultant and the University and, if the University determines the alternate is acceptable, an addendum will be issued allowing the change and advising all bidders of the option.
If no addendum is issued to allow the requested change, the Bidder shall assume the request is not approved and shall prepare the bid on that basis.

No Substitution requests will be entertained by the Construction Manager following conclusion of the bid period.

17. Key Pricing Clarifications

17.1. Insurance – The project will utilize a Contractor Controlled Insurance Program

(CCIP). All trade partners shall exclude their own workers compensation and general liability insurance.

17.2. Taxes - Bidders shall include all applicable taxes.

17.3. Form of Agreement (00 52 34)

Form of Subcontract for successful bidders shall be Walsh Turner JV Standard Subcontract Form of Agreement. These documents shall be signed unmodified. A copy of these documents is included in the Bid Manual, section 00 52 34.

17.4. Bonds

Subcontractor shall include a cost for bonds in their base proposal. Bond form is included in the Form of Agreement 005234 Exhibit H

18. Post Bid Meeting

The apparent low bidder will be requested to meet with the Construction Manager to review the bid and scope of services. Other bidders may be requested to meet with the Construction Manager to determine whether bidders have submitted a Responsive and Responsible bid.

The time and place of this meeting will be announced after the bid opening. The Bidder should be represented at the interview session by company ownership and those persons most qualified to discuss the Project in detail and the specific Scope of Work, including representation from the major subcontractors/suppliers if appropriate. Attendance will be required if invited to discuss the bid. The proposed project-specific management team and field supervision should be in attendance along with company leadership.

End of 00 11 16.01 Invitation to Bid

00 01 16.02 Notice of Intent to Bid

University of Kentucky HealthCare

Project Name: Expand Patient Care Facility

Project Address: Lexington, KY

Bid Package Intending to Bid: _____

Please Email Response To: Walsh Turner JV

E-mail: UKChandlerWTJV@walshgroup.com

Proposal: UK Chandler ESP-3.3 Substation Expansion

Notice of Intent to Bid Due before:

Firm Contact Information:

Name:

Address:

City, State, Zip:

Contact Name:

Telephone #:

Email Address:

Please Check the Appropriate Box

☐ We intend to submit a bid for the above-mentioned proposal. The written/digital proposal will be submitted before:

☐ We decline to bid.

_____ _____

Authorized Signature **Date**

_____

Title

RESPONSE AGREEMENT

If your firm intends to bid on this proposal, this Response Agreement must be returned with the Notice of Intent to Bid.

In exchange and consideration of this proposal by

_____ (Firm's Name), agrees to the following:

1) The response to the Request for Proposal (RFP) will become the property of UK.
2) The response to the RFP will be a firm offer which cannot be withdrawn or altered for 120 calendar days following the date of the response, except with UK's written consent.
3) The RFP and the response may be included in the final contract, in whole or in part, at UK's and WTJV's option and discretion, and will be a binding obligation on the part of the firm.
4) The RFP is to be kept confidential. Information contained therein may not be used for any purpose other than for the preparation of the response.
5) Acceptance of the response to the RFP in no way obligates UK/WTJV to proceed with a contract, and no such obligation shall arise unless and until contract negotiations are completed and definitive agreements are signed by both parties.

_____

Firm

_____

Title

_____ _____

Authorized Signature **Date**

SECTION 00 21 13 – INSTRUCTIONS TO BIDDERS

Project:	**UK HealthCare – Expand Patient Care Facility** Early Sequence Package 3.3: Substation Expansion
Description:	The UK HealthCare Chandler Expansion (Chandler) includes construction of a new 2 million square foot inpatient hospital next to the existing Pavilion A hospital building. The new hospital will include 800+ patient rooms, a new OR and recovery suite, state of the art imaging suites, a new pediatric ER, and all auxiliary patient experience and administrative spaces to support the new hospital. To start construction on the new expansion, several enabling projects need to be completed. The ESP-3.3 work includes expansion of the existing electrical substation and construction of a new switchgear building. See schedule, schedule & logistics narrative, and logistics plans for detailed information.
Construction Manager:	Walsh Turner JV III 929 West Adams Street Chicago, IL 60607
Owner:	University of Kentucky HealthCare
Project Architect:	HDR
Consultant Team:	Brown + Kubican Walter P. Moore BR+A KFI Carman SM&W Champlin Architecture

CRITICAL STEP: Notice of Intent to Bid:

Firms interested in bidding on this solicitation **must submit a completed Notice of Intent to Bid**. See 00 01 16.02 Notice of Intent to Bid Form. This will enable the WTJV team to provide access to Smartbid system for document download and Bid Upload.

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ARTICLE 1 - DEFINITIONS

Addenda are written or graphic instructions issued by the University of Kentucky prior to the execution of the contract which modify or interpret the bidding documents by addition, deletions, clarification, or corrections.

Alternate is an amount stated in the Bid Proposal to be added to or deducted from the amount of the base Bid if the corresponding change in project scope or materials or methods of construction described in the Bidding Documents is accepted. If the University designated Alternates are considered in the award, the Alternate(s) will be accepted in the sequence listed on the Bid form, and the lowest bid sum will be computed on the basis of the sum of the base bid and any Alternates accepted, within the budgeted amount.

Bid is the sum stated in the Bid Proposal for which the bidder offers to perform the work described in the specifications and detailed on the drawn plans.

Bidding Documents include the Notice to Contractors, Advertisement for Bids, Invitation to Bid, Instruction to Bidders, Bid Proposal forms, other sample bidding and contract forms and the proposed Contract Documents including General Conditions, Special Conditions, Plans and Specifications, any Addenda issued prior to receipt of Bids.

Bid Proposal is a complete and properly signed document, proposing to do the work or designated portion thereof for the sums stipulated therein supported by data called for by the Bidding Documents.

Consultant means the person or the entity, either Architect, Engineer or other Consultant, who is identified as such in the Contract Documents.

Construction Manager - Means the person or entity employed by the owner under a separate contract, to provide professional and managerial services to the project.

Contractor - means subcontractor or Contractor working for the Construction Manager.

Foreign Corporation - refers to a corporation for profit, organized under the laws other than the laws of the Commonwealth of Kentucky.

KRS References - means the "Kentucky Revised Statutes" adopted by the Commonwealth of Kentucky including all laws and related regulatory that may have been revised, amended, supplemented or new laws enacted.

Bidder is one who submits a bid directly to the Purchasing Agency for the work described in the Bidding Documents.

Subcontractor is a subbidder who submits a bid to a Bidder for materials or labor for a portion of the work.

Owner is the University of Kentucky, a statutory body corporate existing pursuant to Sections 164.100 et seq. of the Kentucky Revised Statutes.

Purchasing Agency is the University of Kentucky, Capital Construction Procurement Section, Room 373 Peterson Service Building, Lexington, KY 40506-0005.

Procurement Officer/Purchasing Official is the University's authorized representative.

Responsible Bidder shall mean a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance. See KRS 45A.070(6).

Responsive Bidder shall mean a person who has submitted a Bid which conforms in all material respects to the Invitation for Bids, so that all bidders may stand on equal footing with respect to the method and timeliness of submission and as to the substance of any resulting contract. See KRS 45A.070(7).

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the bidding documents.

ARTICLE 2 - BIDDER'S REPRESENTATIONS

The Bidder by submitting a Bid represents and warrants that:

i) The Bidding Documents have been read and understood and the Bid is made in accordance therewith.

ii) The site of the proposed work has been visited and carefully examined and the Bidder is aware of and understands the local conditions under which the work is to be performed.

iii) The Bid submitted is premised upon furnishing the work required by the bidding documents without exception.

iv) That the plans and specifications contained in the Bid Documents have been carefully examined and determined by the Bidder to be accurate as well as adequate and sufficient from which to submit a Bid and from which to perform the Work.

ARTICLE 3 - BIDDING DOCUMENTS

A. Availability of Bidding Documents. Bidders, Subbidders, Subcontractors, and others may obtain Bidding Documents from SmartBid upon completion and submission of the Notice of Intent to Bid Form See 00 01 16.02 Notice of Intent to Bid Form.

Complete sets of Bidding Documents shall be used in preparing Bids. The Purchasing Official and Construction Manager assumes no responsibility for misinterpretations resulting from the use of incomplete sets of bidding documents.

The Purchasing Official, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

B. Accuracy of Bid Documents. The Bidding Documents are complementary and are issued for the convenience of the Bidders. The University of Kentucky assumes no responsibility for the correctness of said documents. Each Bidder should review the documents for errors or inaccuracies that may affect the scope of work implied.

All Bidders shall, upon examination of Bidding Documents promptly notify the University's Purchasing Official of any ambiguity, inconsistency, or error that they may discover upon examination of the Bidding Documents and/or of the site and local conditions.

C. Questions, Interpretations. All questions regarding the meaning or interpretation of the Bidding Documents shall be directed in writing to the Purchasing Official. Questions received following the stated Request for Information (RFI) deadline as stated elsewhere in the Bid Documents may not be answered.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum, issued by the Purchasing Official. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon such interpretations, corrections and changes.

D. Materials, Equipment. The materials, products and equipment detailed, described, or referenced to manufacturers' or vendors' names, trade names, catalogue numbers, etc., are intended to establish a standard of required function, dimension, appearance, and quality. Material, 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 sole opinion and judgment of the Consultant, of equal substance and function and approved by the Purchasing Official.

Bidders wishing to submit a request for consideration of an alternate under the provisions of Article 48.3 of the General Conditions to the Contract or to any article, device, equipment, product, material, fixture, patented process, form, method or type of construction, or by name, make, trade name, or catalog number shall submit a written request to the University prior to the official RFI Deadline of the Project including all necessary information and sufficient detail to allow evaluation by the Consultant and the University and, if the University determines the alternate is acceptable, an addendum will be issued allowing the change and advising all bidders of the option. If no addendum is issued to allow the requested change, the Bidder shall assume the request is not approved and shall prepare the bid on that basis.

E. Addenda. Addenda will be digitally delivered to all who have completed the Notice of Intent to Bid. Contractors that receive plans and specifications from other sources than SmartBid must still complete a “Notice of Intent to Bid” to be registered as plan holders and to receive addendums.

Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No Addenda of a material nature will be issued within three (3) working days of the bid deadline. Each Bidder shall ascertain, prior to submitting his Bid, that he has received all Addenda issued by the Construction Procurement Division for the particular bid invitation. The Bidder shall acknowledge receipt of all Addenda in the Form of Proposal, or by separate letter to the Purchasing Official which is received at or prior to the hour and date specified for receipt for Bids.
It shall be the sole responsibility of the Bidder who receives the Addendum to ensure that all appropriate Subbidders and Sub-contractors are notified in respect to the information contained in the Addendum.

ARTICLE 4 - PRE-BID CONFERENCE

A pre-bid conference and tour of the project area will be held approximately ten (10) days prior to receipt of bids. (Actual date of Pre-Bid Conference will be stated in the Invitation to Bid.) All contractors wishing to bid on this project should have a representative attend this conference. Items discussed at the Pre-Bid Conference will become part of the contract, and any contractor who doesn't attend the Pre-Bid Conference will still be held responsible for all items discussed.

ARTICLE 5 - BIDDING PROCEDURES

A. Form of Proposal. Bids shall be submitted by Bidders who have received Bidding Documents from the Capital Construction Procurement Section thereby listed on the Official Bidder's list and on the Bid submittal shall be made on the proposal form (Form of Proposal) provided by the Purchasing Official, Construction Procurement Section.

i) Blanks. All blanks on the Form of Proposal shall be completed and all required support data shall be furnished.

ii) Sums. Where so indicated by the makeup of the Form of Proposal, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount indicated by words shall govern.

iii) Modifications. Any interlineation, alteration, or erasure must be initialed in ink by the signer of the Bid or by an official designee of the signer of the Bid.

iv) Alternates. All alternates specifically called for by the Form of Proposal shall be bid. Voluntary alternate proposals or an alternate to a lump sum proposal will not be considered unless specifically permitted by the conditions of the Advertisement for Bids or the Invitation to Bid.

v) Qualifications. The Bidder shall make no additional stipulations on the Bid Proposal form or qualify the Bid in any other manner.

vi) Signatures. The Form of Proposal shall be signed by a person or persons legally authorized to bind the Bidder to a contract. The Form of Proposal shall include the legal name of Bidder and a statement indicating whether the Bidder is a sole proprietorship, a partnership, a corporation, or any other legal entity. A Bid by a corporation shall identify the state of incorporation including Federal I.D. number. A Bid submitted by an agent shall have a current signing authority attached certifying agent's authority to bind the Prime Bidder.

B. Bid Security. Where specified in the Advertisement or Invitation to Bid, the Bidder shall furnish a Bid guarantee in the required form of not less than five percent (5%) of the Bid amount. This Bid security secures the Bidder's promise (i) to enter into a contract on the terms stated in the Bid proposal, and (ii) if required, to furnish bonds covering the faithful performance of the contract and payment of all obligations thereunder. Should the Bidder refuse to enter into a contract or fail to furnish the required performance and payment bonds, the amount of the Bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

The Purchasing Official will retain the Bid security of Bidders until either (i) the contract has been executed and bonds have been furnished, or (ii) the specified time has elapsed so that Bids may be withdrawn, or (iii) all Bids have been rejected.

The completed University Official Bid Document, the Bid Security, and any support data required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Bidder's name and address, the sealed Bid invitation number, closing date, and hour. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "BID ENCLOSED" on the face thereof.

C. Timeliness of Bids. Bids shall be submitted through SmartBid prior to the official time and date for receipt of Bids indicated in the advertisement of Invitation to Bid, or any extension thereof made by Addendum.

D. Late Bids. Bids received after the official closing time and date for receipt of Bids may be considered for evaluation and award only if: (i) no other Bids were received within the legal advertisement period; and (ii) the readvertisement time delay would seriously affect the operations of the Owner; and (iii) in the judgment of the Purchasing Official, the Bid was finalized prior to the official closing time and date for receipt of bids.

The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

E. Bids Not In Writing. Oral, telephonic, or telegraphic Bids or changes in Bids by such methods are not permitted and will not receive consideration.

F. Bids Withdrawn. Bids may be withdrawn prior to the closing time and date for receipt of Bids by: (1) a properly identified representative of the Bidder whose name appears on the Bid envelope, or (2) by written request by an authorized representative of the Bidder, received by the Capital Construction Procurement Section prior to the Bid closing date and time. Withdrawn Bids may be resubmitted up to the closing time designated for the receipt of Bids.

G. Bids Remain Open. During the stipulated time period following the time and date designated for the receipt of Bids a Bid shall remain open for the Owner’s acceptance. During this period the Bid may not be modified, withdrawn, or canceled by the Bidder, without the Bid security being subject to forfeiture and the suspension of the Bidder’s future bidding privileges.

ARTICLE 6 - CONSIDERATION OF BIDS

A. Bid Opening. Unless stated otherwise in the Advertisement or Invitation to Bid, all properly identified timely Bids will be opened, reviewed (for conformance with Bid submittal requirements) and if properly executed and complete, read aloud. All Bids opened and read will be listed on the official Bid tabulation which will be made available to all Bidders upon request.

B. Waiver of Irregularities/Rejection of Bids. The right to cancel the Invitation to Bid, to reject any and all Bids, and to waive technicalities and minor irregularities in Bids is maintained and preserved in all Invitations for Bids issued by University of Kentucky, Capital Construction Procurement Section when such action is determined to be in the best interest of the University of Kentucky.

C. Grounds for Rejection. Grounds for the rejection of Bids include, but shall not be limited to:

i) Failure of a Bid to conform to the essential requirements of the Advertisement for Bids or Invitation for Bid.

ii) Any bid which does not conform to the specifications contained or referenced in any Invitation for Bids shall be rejected unless the invitation authorized the submission of alternate Bids and the items offered as alternates meet the requirements specified in the invitation;

iii) Any Bid which fails to conform to the delivery or completion schedule established in the Bidding Documents;

iv) A Bid imposing conditions or qualifications which would modify the terms and conditions of the Invitation for Bids, or limit the Bidder's liability to the Owner in a manner inconsistent with the provisions of the Bidding Documents;

v) Any Bid determined by the Purchasing in excess of funds available.

vi) Failure to furnish a Bid security in accordance with the requirements of the Advertisement for Bids or Invitation to Bid.

vii) For other cause as documented by the Purchasing Official pursuant to a written determination and finding.

viii) Bids received from Bidders determined by the Purchasing Official to be non-responsive bidders.

D. Minor Irregularities. Minor irregularities or technicalities in a Bid may be waived by the Purchasing Official on behalf of the Owner when all of the following circumstances are present:

i) The Purchasing Official determines that it will be in the Owner’s best interest to do so; and the technicalities or irregularities are mere matters of form not affecting the material substance of a Bid;

ii) Represent an immaterial deviation from, or variation in the precise requirements of the advertisement for, Bids or Invitation to Bid, and have no effect on price, quality, quantity or delivery of supplies or performance of services being procured; and, the correction or waiver of the technicality or irregularity will not affect the relative standing of, or prejudice, other Bidders. If the Owner does not waive technical deficiencies and irregularities, the deficient Bid shall be rejected.

E. Competitive Negotiation. The University reserves the right to exercise the provisions of KRS 45A.090 regarding competitive negotiation when it is considered to be in the best interest of the University.

It is the intent of the Purchasing Official to award a contract in due course and after a reasonable Bid evaluation period to the Responsive and Responsible Bidder offering the best value to the University, provided the acceptable Bid sum is within budgeted funds.

F. Rejection of Alternate Bids. The Owner reserves the right to accept or reject any or all alternate Bids if provided for in the Bid Documents. If alternates designated by the Owner are considered in the award, the alternate(s) will be accepted in the sequence in which they are listed on the Bid

proposal form and the lowest Bid sum will be computed on the basis of the sum of the base Bid plus and/or minus any alternates accepted.

ARTICLE 7 - QUALIFICATION OF BIDDING CONTRACTOR

A. Bidder Responsibility. All bidders may be required to supply the information requested on the Contractor/Bidder Determination Of Responsibility Questionnaire. The apparent low Bidder will be supplied this document at the post Bid review of the Bid submittal document. The information required by this document must be completed by the Bidder and returned to the University Purchasing Official within a reasonable time as determined by the University. In most cases the information should be completed and returned in no more than five (5) working days after the Bid submittal. The information provided will be used to determine whether the Bidder is "responsible" as defined by KRS 45A.070(6), and verify that the Bidder has the experience, qualifications and resources required to provide the quality workmanship, materials, and services necessary to complete the project being Bid. In addition to the information required by the Questionnaire, the Bidder agrees to provide any additional information that may be necessary for the determination of contractor responsibility, as defined by the Kentucky Model Procurement Code. The determination of contractor responsibility will not be made until the Bidder has provided a sworn statement made under penalty of perjury that he has not knowingly violated any provision of the campaign laws of the Commonwealth and that the award of a contract to a Bidder or offeror will not violate any provision of the campaign finance laws of the Commonwealth. The sworn statement required is included in the Questionnaire to be completed by the apparent low Bidder.

B. Inquiries. The Purchasing Official shall have the right to make any inquiry deemed necessary to determine the ability of the Bidder to perform the work in a prompt and efficient manner and in accordance with the contract Documents. The failure of a Bidder to promptly supply information in connection with the Purchasing Official’s inquiry may be grounds for a determination that such Bidder is nonresponsive.

C. Rejection. The right is reserved to reject any Bid where an investigation and evaluation of the Bidder's qualifications would give reasonable doubt that the Bidder could perform prompt and efficient completion of the work in accordance with the requirements with the Contract Documents.

ARTICLE 8 - SUBCONTRACTOR AND MATERIAL LISTING

A. List of Subcontractors. The Bidder will list the names of subcontractors proposed for each of the principal portions of the work (including those persons or entities who are to furnish material or equipment fabricated to a special design) in the designated place on the Form Of Proposal. The Bidder will be responsible for establishing to the satisfaction of the Purchasing Official, the reliability and responsibility of the listed subcontractors. The Bidder may be required by the Purchasing Official to provide additional information regarding listed subcontractors.

B. Objection and Required Substitution. If, after due investigation, there is reasonable objection to the qualifications of a listed subcontractor the Bidder shall, upon written direction from the Purchasing Official, submit the name of an acceptable substitute subcontractor with no change in Bid price. The failure of the Bidder to promptly comply with this requirement may be grounds for rejection of the bid.

C. No Objection Prior to Notice of Award. Any listed subcontractor to whom the Purchasing Official does not make written objection prior to the giving of the Notice of Award shall be deemed acceptable to the Owner.

D. Bidder Self Performed Work. The Bidder shall not list himself as a subcontractor on the Form of Proposal Subcontractors List unless it can be demonstrated that Bidder actively participates in the trades required and has the expertise to complete that portion of the work.

E. Substitutions Not Optional. The Bidder shall not substitute a subcontractor named on the Form of Proposal without prior notification and approval of the Purchasing Official. Any notification for a substitution of a listed subcontractor shall be in writing and the reason fully set forth therein. The reason shall demonstrate real cause and evidence good faith by the Bidder. This shall not be construed to waive the Bidder's rights to later substitute a subcontractor for the failure of that proposed subcontractor to accept a contract from the Bidder, failure to perform in a satisfactory manner per the requirements of the contract or any other legal rights of the Bidder to manage and coordinate subcontractors.

F. Bid Documents Not a Contract. Nothing contained in the Bidding Documents shall be deemed to create a contractual relationship between the Owner and any subcontractor. However, it is the Bidder’s responsibility to assure that the subcontractor listed has the required expertise and financial stability to complete that portion of the work.

G. List of Materials and Equipment. The Bidder shall submit a list of major materials and equipment by the manufacturer's name, brand and/or catalog number in the form and manner specified in the Bidding Documents.

H. Preliminary Acceptance of Materials and Equipment. Prior to the acceptance of a Bid, the Purchasing Official will make a preliminary review of the list of materials and equipment included with the Bid Proposal and advise the Bidder of the acceptance thereof, subject to satisfactory completion and approval of shop drawings, or direct other such action as may be necessary in order to meet the requirements of the Contract Documents. If any of the materials or equipment named in the list are determined not to meet the requirements and standards of the specifications, the Bidder shall be required to furnish other material or equipment meeting the specifications at no change in Bid price. Preliminary review and acceptance of the submitted material and equipment list shall not relieve the Bidder from furnishing equipment and materials in complete accordance with the specifications, drawings, and Contract Documents.

ARTICLE 9 - UNIT PRICES

The Bidder shall submit with the Bid a list of Unit Prices as designated on Form of Proposal. Unit Prices are for the pricing of changes in the quantity from that indicated by the Contract drawings and specifications, where such changes have been authorized in writing by Owner. The Unit Prices submitted shall include all necessary labor, materials, equipment, appliances, supplies, overhead and profit. Only a single Unit Price shall be quoted for each designated item of work. The Unit Price shall be used to calculate price adjustments for either increasing or decreasing the amount of Work. Unit Prices shall apply to all phases of the Work whether the Work be performed by the Bidder or by the Bidder’s (contractor) Subcontractor. The Owner reserves the right, prior to an award of Contract, to evaluate the Unit Prices submitted and adjust and/or reject any Unit Price that is determined by the Purchasing Official to be unreasonable in amount.

ARTICLE 10 - PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

The successful Contractor shall furnish security bonds (form to be furnished) in an amount equal to one hundred percent (100%) of the Contract Price as security for the performance of the Contract established and for payment of all persons performing labor, including payment of all unemployment contributions which become due and payable under Kentucky Unemployment Insurance Law, and furnishing materials, equipment, supplies, taxes, and other proper charges and expenses incurred or to be incurred in the performance of the contract. All bonds shall be executed by a surety company authorized to do business in the Commonwealth of Kentucky and the contract instrument must be countersigned by a duly licensed Kentucky resident agency representing the company. The bonds shall be valid after the final payment has been made on the Contract during the guaranty period and other periods limited only by statutes of limitation. If the furnishing of performance and payment bonds is required by the Bidding Documents, the bond premiums shall be paid by the Bidder. If the furnishing of bonds is not required by the Bid Documents but required by the Purchasing Officer subsequent to the award of Contract, the successful Bidder shall procure the bonds and the Owner will reimburse the Bidder for the premium cost. The Owner reserves the right to require all bonds be provided by a surety company with a rating of “A” or better as listed in the A. M. Best-Key Rating Guide for Property and Casualty (current edition).

The Bidder shall execute the required performance and payment bonds for the Owner on the date of execution of the Contract Documents between the Owner and the Contractor, or, with the approval of the Purchasing Official, within ten (10) calendar days after that date. Unless otherwise specified in the Bidding Documents, the bonds shall be written on the bond form bound in the bidding documents and in the number of counterparts specified by the Purchasing Official.

Bonds shall be issued by a surety company authorized to underwrite bonds in the Commonwealth of Kentucky and be countersigned by licensed resident agent. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of their Power of Attorney. The date of the Power of Attorney shall not precede the date of the bonds.

ARTICLE 11 - AWARD OF CONTRACT

The issuance of an award of the Contract is contingent upon (i) securing an acceptable Bid that is responsive and from a responsible Bidder and is within the amount of budgeted funds and (ii) determining that the award of Contract will be in the best interest of the University of Kentucky.

Unless otherwise provided in the Bidding Documents, the Form of Agreement between the Owner and the Contractor will be written on the standard form of agreement bound with the Bidding Documents and executed in the number of counterparts specified by the Purchasing Officer.

The Contract between the Construction Manager and the Contractor will be final and binding when the parties have executed the Agreement. The Contract between the Construction Manager and Subcontractors will be per the Agreement provided in the Bid Documents without modification. A copy of this document is attached in **Section 00 52 34**.

Final award of Contract will be made on the basis of the lowest, responsive, and responsible bid which offers the best value.

The University reserves the right to negotiate and award Contracts as allowed under KRS 45A.090 should all responsive Bids exceed available funds.

ARTICLE 12 - PUBLIC WORKS ACT

AS OF 1/9/2017, THERE ARE NO PREVAILING WAGE LAWS FOR UNIVERSITY PROJECTS

ARTICLE 13 - BASIC LEGAL REQUIREMENTS

A. Forms Required. An Authentication of Bid, Statement of Noncollusion and Nonconflict of Interest documents are bound with and included as part of the Form of Proposal. The Bidder is required to sign that document and submit it as part of the Bid. Failure to comply with these requirements shall invalidate the Bid.

B. Foreign Corporations. Foreign Corporations are defined as corporations that are organized under the laws other than the laws of the Commonwealth of Kentucky. Foreign Corporations doing business within the Commonwealth of Kentucky are required to be registered with the Secretary of State, New Capitol Building, Frankfort, Kentucky and must be in good standing.

The Foreign Corporate Bidder, if not registered with the Secretary of State at the time of the Bid submittal, shall be required to become registered and be declared in good standing prior to the issuance or receipt of a contract.

C. Domestic Corporations. Domestic corporations are required to be in good standing with the requirements and provisions of the Office of the Secretary of State.

ARTICLE 14 - TAXES

A. Not Tax-Exempt. Bidders are informed that construction contracts for the University of Kentucky are not exempt from the provisions of the Kentucky Sales and/or Use Tax. The Bidder shall include in the lump sum bid and the Contractor shall pay sales, consumer, use and similar taxes for materials, equipment and supplies incorporated into the Work unless otherwise specified in the Bid Documents.

The University of Kentucky, through the Commonwealth of Kentucky, is entitled to exemption from Federal Excise Tax. All Prime Bidders or Subbidders shall take this into consideration in their Bid.

B. Liability for Employee-Related Taxes. The Bidder and Subcontractors will be required to accept liability for payment of all payroll taxes or deductions required by local, state and federal law, including but not limited to old age pension, social security or annuities. Worker's Compensation Insurance shall be carried to the full amount as required by Kentucky Statutes. The Bidder shall be in full compliance with KRS Chapters 341 and 342.

ARTICLE 15 – PLANHOLDERS

Intent to Submit a Bid. A request for Bid Proposal and Bid Documents will be considered as intent to submit a Bid. The Bidder's name will appear on the planholder's list showing all planholders and will be forwarded all Addenda issued. In the event the planholder elects not to submit a Bid, it is requested that notification of such fact be furnished to the University of Kentucky, Capital Project Management, Capital Construction Section, on or before five (5) days prior to the closing date for receipt of Bids.

A. Planholder and Addenda Listing. The published planholder and Addenda listing is for general information purposes and the exclusion or inclusion of any firm in no way constitutes and/or implies approval or disapproval of the qualifications of any Bidder, Subcontractor, material, or equipment

supplier. If the Bidder or planholder notes nonreceipt of any of the listed Addenda, it shall be their responsibility to obtain missing copies from the Capital Project Management, Capital Construction Section or review same at any of the designated reporting agencies offering the Bid Documents for review.

ARTICLE 16 - POST BID REVIEW AND MATERIAL SUBMITTAL

The Bidder should have a responsible authorized representative at the bid opening. The Bidder's representative shall the authority and be qualified to respond to questions that may arise about the Bidder's Bid submittal. The representative of the apparent low Bidder may be required to participate in the post Bid review of the apparent low Bid proposal, and if required by the Bid proposal, the completion and submittal of the material and equipment listing. The post Bid review will include representatives of the Consultant, representative of the apparent low Bidder and required University personnel. Preliminary review will be directed toward Subcontractor, material listing, Unit Prices, and qualifications of the Bidder. Failure to have a representative at the Bid opening may be cause for rejection of Bid.

ARTICLE 17 - EQUAL EMPLOYMENT, NONDISCRIMINATION, MINORITY AND WOMEN OWNED BUSINESS PARTICIPATION – INTENTIONALLY OMITTED.

ARTICLE 18 - ANTI-KICK BACK

All Bidders shall comply with the Copeland "Anti-Kick Back" Act (18 USC 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that each Bidder, subcontractor or subgrantee is prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he is otherwise entitled.

ARTICLE 19 - COMPLIANCE WITH KENTUCKY'S COMPENSATION AND UNEMPLOYMENT INSURANCE LAWS KRS 45A.480

The successful contractor will be required to assure, by affidavit, that all contractors and subcontractors employed, or will be employed, under the provisions of the contract shall be in compliance with Kentucky requirements for Worker's Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.