

**CONSTRUCTION ASSOCIATION OF NEW BRUNSWICK INC.
BID DEPOSITORY OF NEW BRUNSWICK REGULATIONS AND
RULES OF PROCEDURE**

For CANB Email Bidding System (E-Bid System)

Version 2/1/2022

GENERAL CONDITIONS

1. DEFINITION AND PURPOSES

(a) The Construction Association of New Brunswick, has established a secure email "Bid Depository", described herein, as the "E-Bid System" which provides for the reception of secure tenders via email from Trade Contractors, whereby, the sanctity of Trade Contractor bidding is protected. Prime Bidders receiving these trade tenders obtain firm quotations in "writing" with adequate time to compile their Prime Tender Package accurately and completely.

Use of this system is in the best interests of Owners, Architects, Engineers, and Contractors.

(b) The use of this E-Bid System for any project does not create any right of action against the Construction Association of New Brunswick Inc. or any Officers, Directors, or members thereof.

(c) The use of the E-Bid System in accordance with the Rules and Regulations herein set forth, and any supplementary instructions that may be issued' is solely intended to create a code of tendering practice, which each user voluntarily assumes for their benefit, **and at their own risk and own liability.**

2. MANAGEMENT

a) The Construction Association of New Brunswick Bid Depository E-Bid System is operated by CANB via three satellite committees. The tender closing locations are at the Fredericton Northwest Construction Association, Moncton North-east Construction Association, and the Saint John Construction Information Centre.

b) Each of these tender receiving committees is under the guidance of the CANB B-D Chair Person appointed by, and who, as Chairman, reports directly to the CANB Board of Directors. This CANB B-D Chair shall oversee the three local Committees consisting of a local Chair and volunteers who receive email tenders for projects tendered in their local coverage area. The purpose of the CANB Chair is to ensure all three local associations operate and treat all tenders received, in a consistent manner in accordance with these CANB Bid Depository rules and procedures and resolve any disputes that arise.

3. SCOPE

The applicable Local B-D Committee will receive emailed Sub trade E-Bid tenders for the construction trades called for in the specifications of the project; or specified in the official news media Tender Advertisement, should the specifications not list the trades called through the CANB Bid Depository system.

4. ELIGIBILITY

Any Owner, Person, or Company may use the facilities of the Bid Depository of New Brunswick, providing **the tender call adheres to these Regulations and Rules of Procedure** established by the CANB Bid Depository System.

5. REGULATIONS AND RULES AND "THOSE GIVEN WITH THE TENDER FORMS"

The Regulations, Rules of the E-Bidding System process, in email form, covering all phases of the operation of the Bid Depository E-Bid System, are available for information by any interested parties. These must be read in conjunction with the required E-Bid Depository supplied email Tender Forms.

6. TENDER FORMS AND FEES

Tender instructions and applicable fees and instructions are available from any of the members of CANB Construction Association by email or phone. Request the **document "CANB Bid Depository "E-Bid Tendering System (sub-trades)" forms. IMPORTANT – Content of that document is to be read as being part of these Rules.**

In all cases when the E-Bid System is used, the following procedures shall apply; Email tenders must be on the official E-Bid System Tender Forms obtained from, and all fees pre-paid to, the Construction Association the E-Bid System Tender is closing to.

The CANB E-Bid Tender Depository System consists of two email fill-in documents referred to herein as **"GREEN" & "PINK"**. Complete one set for each Prime Bidder (forms have watermarks – green or pink) and are the only acceptable tender form documents.

(1) The **"GREEN"** – One copy (1) of your email bid is for the E-Bid System and is to be emailed to **"canbebid@gmail.com"** **prior the advertised closing time of the Bid Depository tender.** Along with this Bid Form include a complete list, **on company letterhead**, of all Prime bidders being tendered and the tender price to each - **see detailed instructions in the document referred to in Section (6) – item 4**

(2) All **"PINK"** copies are to be retained until the **official list of accepted sub-bidders is posted on Ci-Net.** After that time Trade Bidders (not prior) may email (transmit) their individual **"PINK"** sub-bids to each Prime Contractor, of their choice, as listed by the Bid Depository as bidding. The Bid Depository does not transmit sub-bids to the Prime Bidders and is not responsible in any way for their receipt by those Prime Bidders.

See Section (6) – item 8 (= see detailed instructions in the document referred to in paragraph (6))

(3) Include a copy, with your email bid form, any other supplementary information, separate prices, etc., required from you for the Prime Contract Bidders to complete their Tender Form – This information must be included also with the E-Bid System submission.

The document referred to as Section 6 above is the detailed E-Bid System instructions and it forms part of these rules.

7. CLOSING TIME

The closing time for the E-Bid System bids shall be 14:00 hours, two working days prior the closing of the Prime Contract Tender, unless otherwise specifically directed by the Owner or his Tender Calling Agent. On, or prior, the hour and day specified, Trade Contractors shall transmit their E-Bid tenders to the Bid Depository's official dedicated email address prior that day and time.

NOTE: This dedicated email address will not be accessed prior to closing time for any reason. The email receipt printed time stamp shall be the official timing device governing a closing. Any email quires after closing time must be to the local Construction Assoc. Depository closing the tender, either by their regular email address or phone.

8. PROCEDURE FOR SUB BIDDERS: "READ INSTRUCTIONS IN TENDER FORM "WITHDRAWALS ARE PERMITTED"

(8f)(a)(1) {See Guidelines for completion of Tender Submission}

(1) Bidders shall indicate on their E-Bid System forms all Section numbers being bid. These must agree with the listing specified for each Trade Division. The primary tender price must be entered in the space provided in a written and numerical format and include all sections as specified. The written value shall govern. Alternate and Separate prices may be given in numerical format only and submitted on a supplementary sheet if necessary. Bidders may exercise the option of not listing specific Division and Section numbers applicable, instead, just list the Trade being bid, as named by the Tender Calling Authority, by declaring **"As defined by the Tender Calling Authority"** on the bid form. However, by doing so, the Bidder assumes full liability of including the full scope of work, as defined in the specification and the tender documents.

Bidders thus acknowledge, should they use the above method, all Section content numbers listed in the specifications are included in their tendered price(s).

(2) Separate price content must be provided for each complete division and/or trade section as officially requested in the tendering documents.

(3) (a) A lump sum of combined prices may then be quoted which need not be the aggregate of the separate prices for two or more complete trade sections quoted, **but only if all separate trade section prices have been quoted as specified.** The total amount plus the value of all of the separate prices shall determine the value of the Bid Bond required to be provided for in Regulation 12 (Tender Security).

(b) Where alternatives are specifically called for in the tender document, the resultant price differential shall be clearly shown as a deduction from, or addition to, the separate prices quoted in 8(a) above, in the space provided for on the official tender form or on an attached page, should space not permit.

(c) Trade Contractors are responsible for submitting their E-Bid System emails in accordance with all requirements of the tender documents. Refer to **"Bid Depository E-Bid System Tendering System (Sub-Trades")** for step-by-step instructions. This document forms part of these rules.

(d) Written emails concerning amendments to a Trade Contractor's tenders must be submitted to the E-Bid System, each amendment, to be received prior the Bid Depository closing time. Each amendment shall list separately the Prime Contractors concerned, **multiple amendments shall be calculated in the sequence of receipt unless directed otherwise by the bidder.**

(e) Tenders shall not be altered, or amended in any way, after the Bid Depository closing time. The Bid Depository must be advised

of any withdrawal of a bid **but shall take no action in notifying the Prime Contractors of a withdrawal of a bid.**

(f) Tenders may be withdrawn up to twenty-four (24) hours prior the Prime Tender closing time. This must be confirmed by the Trade Contractor in writing, direct to **ALL Prime Contractors** originally bid, within twenty-four (24) hours prior the Main Tender closing time. **The Responsibility of proof of time of effective withdrawal rests with the sub-bidder.** It is the Sub-Bidders responsibility to notify by Company Identifiable email or otherwise means in writing, to ALL Prime Contractors affected of their decision to withdraw. A copy of the written notice of withdrawal must be filed with the closing Bid Depository along with the list of Prime Bidders notified. In an instance when a trade contactor bids separate prices on a category or categories of work specified, and he quotes a combined price for all the work bids, the validity of the combined price is dependent upon all separate prices remaining in the bid. If the trade contractor bidding exercises his right of withdrawal of any one or more of the separate prices bid, his combined price is automatically negated. The trade contractor is precluded from withdrawing a combined price only.

"IF YOU MISSED SOMEONE"

(g) When a Sub-Bidder has inadvertently missed bidding to a Prime Contractor:

(1) They may, not later than four hours prior the Prime Tender closing time, send a Company Identifiable email to the Construction Association where the E-Bid Depository tenders were being received, reading as follows: "We missed bidding to (Black Construction) on (ABC Project). Consider our bid addressed to (White Construction) as if it were also submitted to (Black Construction). (Signed) "Sub-Bidder"

And

(2) They shall, after sending this email to the Construction Association where the Bid Depository closed, advice (Black Construction).

(3) This email is to be sent to the Construction Association's regular email address **not to the E-Bid System email address.** This address is no longer accessed after the Tender closing bids received there have been processed.

(4) To avoid rejection of a Prime Bidders tender, it is the responsibility of both the **sub-bidder & the prime bidder to ensure that the sub-trade list provided to the Tender Calling Authority has been updated.**

9. PROCEDURE FOR PRIME CONTRACTORS: "DID YOU ADVISE THE DEPOSITORY?"

The procedure to be followed by the Prime Bidders receiving bids from the E-Bid System is as follows:

(a) The Prime Bidders must advise the Construction Association closing the email tendering of their intention to bid a particular project when accessing Tender Documents. They should also advise Trade Contractors of their intention to tender. The onus lies with the Prime Bidders to ensure Trade Bidders are aware of their wish to receive that Trade's bids.

(b) (1) A Prime Contractor need not accept an unsolicited sub-trade tender and in such a case, should advise the sub-trade accordingly prior the sub-trade closing time.

(2) Where a Prime Bidder lists their own forces for the work to be performed, it is **mandatory that they must do that work with their own employees**, or in the event, they are unable to do so, they must use one of the bidders who tendered through the E-Bid System, at the **sub-bidder tender price**, and must not solicit bids from other sources.

(3) The "**OWN FORCES**" rule means that for a Prime Bidder to tender a sub-trade through the E-Bid System, must be equipped to carry out, and in fact, normally carries out the trade work concerned, using their own direct employment; prior the time of their bidding through the E-Bid System. Verification may be requested by the Bid Depository Committee.

(4) It is the responsibility of a **Prime Contractor to provide compliance to Rule 9(3)** either by affidavit or a copy of a license in the case of a licensed trade. This must be done prior to or with their E-Bid System email tender submission.

(c) After the closing time of the E-Bidding System, and processing of the sub-trade bids by the CANB Bid Depository Committee, **NOT PRIOR**, sub-trades listed as accepted, may forward their sub-bids to the Prime Bidders listed by the Bid Depository. Any Prime Bidder who decides to bid, shall have advised the Bid Depository and paid the stipulated fees, and be listed as a Prime Bidder, at least twenty-four (24) hours prior to the closing of the E-Bid System Depository. Failure to do so could make the Prime Contractor's bid rejected by the Tender Calling Agency and/or liable for the payment of the fee, whether or not that Prime Contractor bids or not.

"NO TENDER RECEIVED?"

(e) When a Prime Bidder has not received any tenders of a certain trade, he must contact the Closing Bid Depository and obtain the names of bidders in that trade and solicit tenders from them as outlined in Regulation 8(g).

(f) If no valid tenders are received by a Prime Bidder through the Bid Depository for any one trade or trades, then the Prime Bidder becomes a free agent, to obtain tenders for that particular trade, or trades only, and subject to meeting all requirements of Regulations 12 and 13.

(g) Rules 9(e), (f) are not applicable to a Prime Bidder who is under a Joint Advisory Board imposed suspension.

"ONE BID RECEIVED BY A PRIME CONTRACTOR"

(h) When only one bid is received by a Prime Contractor bidder then that bid must be used by that Prime Bidder, subject to Regulations 8(g) and 9(c).

"ONE BID RECEIVED BY THE BID DEPOSITORY"

(i) When only one bid is received by the Bid Depository, then the Owner or Tender Calling Agent is to be contacted prior to the opening of the one bid. The Owner or Tender Calling Agent should issue one of the following instructions to the Bid Depository:

(1) Accept the bid and make it available to the Prime Bidders,

Or

(2) Reject the bid - Bid Depository will advise the Sub- Contractor and Rule 9(f) would apply. In the event the Owner or the Tender

Calling Agent cannot be contacted within 24 hours, the Sub- Contractor will be advised and Rule 9(f) would apply.

(3) When only two sub-bids are received, one of these bids being disqualified and/or rejected, this does not create a "one-Bid" condition. **Nor does an "Own Forces" bid plus one sub-trade create a one bid condition.**

10. DISPOSITION OF ENVELOPES AND PRICE INFORMATION

(a) Not later than two hours after the closing of the Bid Depository, the E-Bid System shall be accessed by an official of the Bid Depository, and the E-Bid emails shall be recorded, and sorted by each Prime Bidder.

(b) A list of acceptable bidders and prices will be compiled and posted as soon after the tender closing as possible for the benefit of the Tendering Trade Contractors, Prime Contractors, and Tender Calling Agent if requested.

(c) In the event a Trade Section has a valid "Own Forces" bid, the names of the bidders only shall be posted. Prices will not be posted until, at or after, the closing time of the Prime Tender. Tally sheets shall be completed and posted. When this is completed, Sub-Trade bidders so listed, may email their "PINK" bid package to the Prime Bidders.

11. IRREGULARITIES AND COMPLAINTS

(a) Failure by a Prime Contractor or a Trade Contractor to comply with the Regulations and Rules of Procedure of the Bid Depository may result in reprimand or suspension from use of the Bid Depository, or it could result in a Prime Contractor's or Sub- Contractor's bid being declared invalid.

(b) Any user of the Bid Depository who wishes to lodge a complaint must do so in writing, to the: CANB B-D Chairperson, c/o Construction Association of New Brunswick Inc., 59 Avonlea Court, Fredericton, NB E3C 1N8. Or email to canb4@nbnet.nb.ca. Immediately upon receipt of such complaint. The CANB B-D Chairman shall advise the Tender Calling Authority of the receipt of a complaint, and shall investigate the alleged complaint.

(c) In situations involving a disputed tender rejection, or a rule violation, the complaint may be referred for review by the CANB B-D Chairperson. Should the CANB B-D Chairperson at his or her sole discretion, determine the complaint involves a rule violation, the CANB B-D Chairperson may send the complaint for further review by a committee of the two non-involved satellite Chairpersons plus a CANB Board member, at which the CANB B-D Chairperson shall serve as a non-voting advisor. Any decision of this Committee shall be final but there shall be no obligation on the committee to conduct any hearing to render its decision, or for the TCA to abide by the decision rendered by this Committee after the Prime Tender Closing.

(d) If, after investigation of a complaint by the above CANB B-D Committee, a failure to comply with the Bid Depository Regulations and Rules of Procedure is established, CANB shall advise the Tender Calling Authority of the rule infraction, and may recommend to the Directors of the Construction Association of New Brunswick Inc., that the party in breach be reprimanded or suspended for a certain period from the use of the Bid Depository. **Such a breach could disqualify the Sub-Contractor's Tender or the Tender Calling Authority could disqualify the Prime Contractor's Tender.**

(e) The party or parties in breach of the Regulations shall be notified by CANB of its recommendations, and that they have the right to appear prior the Directors of the Construction Association of New Brunswick Inc., to make representations regarding the matter at such time as directed by the Directors, but, in any event, prior to the imposition of any disciplinary action. Failure of the party in breach to attend at the time and place established by the Directors shall constitute a waiver by that party of its right to appear and make representations.

(f) The decision of a CANB Board of Directors hearing shall be final.

12. BONDING - THIS SECTION APPLIES ONLY WHERE THE PRIME CONTRACTOR IS REQUIRED TO PROVIDE BONDING. "DID YOU READ INSTRUCTIONS TO BIDDERS?"

The Bid Depository recommends the procedure and use of Bid Bonds as defined in the publication, "A Guide to Construction Surety Bonds" (latest edition), as published by the Canadian Construction Documents Committee and which has been endorsed by R.A.I.C., A.C.E.C., C.C.A., and C.S.C.

The following clauses in respect to tender security will apply unless otherwise stipulated by the Owner or Tender Calling Authority. The purchase and payment for all bonding requirements shall be the responsibility of the Trade Contractor.

(a) The Trade Contractor bidder shall **separately enclose** with his/her E-Bid System tender either: - a copy of the following

(1) A letter stating the tender is \$50,000.00 or less, or in the case of a Mechanical, Electrical, or Structural Steel tender, it is \$100,000.00 or less.

OR

(2) A Bid Bond and a Letter of Consent to Bond, if the tender exceeds \$50,000.00, or in the case of a Mechanical, Electrical, or Structural Steel tender, exceeds \$100,000.00.

The limit for bonding in respect of Mechanical Trades will apply to any Section of Division 15, or comparable section in any specification, as may be indicated by the Tender Calling Authority, i.e. Plumbing, Heating, Ventilation and Air Conditioning, Sprinklers, Refrigeration, Controls, etc.

(b) If the tender exceeds \$25,000.00 or \$50,000.00, as the case may be, a Bid Bond and a Letter of Consent of Agreement to Bond **is required**, and the Bid Bond shall cover 10% of the tender price submitted by the Trade Contractor.

(c) The Bid Bond and the Letter of Consent of Agreement to Bond shall be in the standard Bid Bond form of a Surety (or as otherwise required by the tender documents) approved by the Bid Depository of New Brunswick and shall provide that the Surety will issue a good and sufficient Performance Bond and Labour and Materials Bond, each for not less than 50% of the accepted tender price.

(d) The Bid Bond shall cover as oblige: **"The Successful Prime Contractor."**

(e) A Bid Bond or Letter is not necessary in a case where a Prime Contractor is submitting a trade tender to himself. (Own Forces)

(f) In the event that no Bid Bond, Letter of Consent of (Agreement to Bond), or other specified surety or letter is deposited, the tender

of that Trade Contractor is not to be released or posted, but shall be retained by the Bid Depository for return to the Sub-Contractor.

(g) Copies of Letters of intent or certified cheques in lieu of Bid Bonds will not be accepted unless otherwise specified in the Tender Documents.

(h) All required Bid Bonds directed to the successful Prime Contractor shall be forwarded to that Prime Contractor at their request.

13. CONTRACT CONDITIONS AND PAYMENT

It is a condition of all bids submitted through the Bid Depository that a subsequent contract will be made based on the CCA standard sub-contract form (latest version). A trade contractor's refusal to sign any other contract form offered to him would not be deemed to be a withdrawal of the tender and would not be subject to a withdrawal penalty for this reason.

14. SUPPLEMENTARY INSTRUCTIONS

Instructions may be issued from time to time from the Bid Depository which will be available to all interested parties, and such instructions will form part of the Regulations and Rules of Procedure.

15. INSTRUCTIONS FOR BID DEPOSITORY COMMITTEE AT TENDER OPENING

At tender openings, the Bid Depository Committee is to reject bids for any one of the following reasons:

(a) Late receipt of tender documents (Reference Regulation 7);

(b) Where a Bid Bond is incorrect or no Bid Bond or letter has been submitted (Reference Regulation 12).

(c) A Tender has been qualified or is other than the Tender package called by the Tender Calling Authority (e.g. Section numbers do not correspond or qualifications exist)

(d) When instructed by Tender Calling Authority (Reference Regulation 9(h))

(e) A Tender that does not comply with the Bid Depository Rules.