

**RULES OF
PROCEDURE FOR
YUKON BID DEPOSITORY**



Revised November 21, 2018

YUKON CONTRACTOR'S ASSOCIATION (YCA)

BID DEPOSITORY RULES OF PROCEDURE

I DEFINITIONS

FOR THE PURPOSES OF THESE RULES:

“**Administrator**” means the persons designated by the YCA to administer the Bid Depository Rules of Procedure.

“**Affidavit**” means the affidavit in the form attached as Schedule “A.3” hereto.

“**BD Form**” means the trade services form in the form attached as Schedule “A” hereto, as amended, supplemented or restated from time to time.

“**Bid**” or “**Trade Contractor’s Bid**” means a Trade Contractor’s submission to the Bid Depository including all required and completed forms, bonds, envelopes, appendices and documentation.

“**Bid Bond**” means a surety bond as issued by a licensed surety company authorized to transact the business of surety in the Yukon Territory.

“**Bid Depository**” is the system for the collection and disposition of Bids operated by YCA and governed by these Rules.

“**Bidder**” means a person or entity who submits a *Bid* to a *General Contractor*.

“**Board**” means the Board of Directors of YCA.

“**Committee**” means the Committee appointed by the Board.

“**Clerical Error**” means minor irregularities in the completion of the bidding documents including but not limited to spelling or grammatical errors, provided that do not materially affect the *Bid*.

“**Conflict**” means a circumstance arising out of a variance or inconsistency of requirements between the *Project Documents* and these Rules.

“**Decision**” means the determination of a complaint or an appeal filed pursuant to the procedures established by the *Committee*.

“**Form E**” means the electrical trade services form in the form attached as Schedule “B” hereto, as amended, supplemented or restated from time to time.

“**Form M**” means the mechanical trade services form in the form attached as Schedule “C” hereto, as amended, supplemented or restated from time to time.

“**GC Bid**” or “**General Contractor’s Bid**” means a *General Contractor’s* submission to the *Owner* including all required and completed envelopes, forms, appendices, bonds and documentation.

“General Contractor” means a *User* who receives *Trade Contractor Bids* or a contractor who submits a *Bid* to the *Owner*.

“General Contractor Letter” means a letter of a General Contractor in the form attached as Schedule “A.1” hereto indicating their intention to submit a GC Bid and to be bound by the Rules.

“Grey Envelope” shall mean a grey envelope issued by the Bid Depository containing an exact copy of the Trade Contractor’s Bid which was contained in the Trade Contractor’s Pink Envelope.

“Named Bidder” means a trade that is specified to be submitted through the Bid Depository.

“Owner” means a person or entity that, upon entering into a contract with the *General Contractor*, is responsible for payment to the *General Contractor*.

“Own Forces” means work performed by a *General Contractor* by its own employees employed as at the time of the Bid, for a trade section specified to be a *Bid Depository* trade section.

“Pink Envelope” means a pink envelope issued by the Bid Depository containing a Trade Contractor’s detailed Bid, on the BD Form, to the General Contractor.

“Project Documents” means the bidding and construction documents issued by the *Owner* or its agent including, but not limited to: instructions to bidders, the *GC Bid* form, the contract, supplementary conditions to the contract, drawings, specifications and addenda.

“Rules” or **“Rules of Procedure”** means these rules and procedures made hereunder with respect to the Bid Depository, as may be amended, supplemented and restated from time to time.

“Selected Bidder” means a *Bidder* who is selected by a *General Contractor* through one of the selection processes set out in Rule III 4. C (i).

“Separate Price” means a price for an additional, alternate, substitute or deleted item or trade section, to be added to or deducted from the *Bid Unit Price*.

“Single Bid” means that a recipient of Bids has received only one *Bid* for a trade section. For the purposes of interpretation of these Rules and any *Project Documents* (except where *Project Documents* explicitly state otherwise), where a *Bid* for an individual trade section is part of combined *Bid*, then it is to be considered an individual *Bid* for that trade section.

“Sub-Subcontractor” means a contractor who submits a Bid to a Trade Contractor;

“Sub - Subcontractors Bidding System” means a system for the submission of bids by *Sub-Subcontractor* bidders bidding to *Trade Contractors*. Such a *Sub-Subcontractor Bidding System* operates within its own set of Rules of Procedure which are created and managed by independent parties. YCA accepts no responsibility or liability for the operation of a *Sub-Subcontractor Bidding System*.

“Successful General Contractor” means the Contractor to whom the *Owner* has awarded the contract.

“Technical Error” means minor irregularities of no particular importance arising merely from the way in which a particular rule is worded.

“Trade Contractor” means a contractor who submits a *Bid* to a *General Contractor*.

“Trade Contractor Letter” means a letter of a Trade Contractor in the form attached as Schedule “A.2” hereto indicating their intention to submit a Bid and to be bound by the Rules.

“trade section” means the trade sections or divisions of work set out in the BD Form, Form E and Form M, as applicable.

“Unit Price” means prices for each trade section specified by the General Contractor for the Bid, including additions and deletions.

“User” means any General Contractor, Trade Contractor, Sub-Subcontractor, person, legal representative, partnership, firm, organization or association, but does not include the *Owner*.

“Waived” means to forgo the stipulated requirements of these Rules.

“White Envelope” means a white envelope issued by the Bid Depository containing:

1. A sealed Pink Envelope with all enclosures thereto required pursuant to these Rules;
2. A sealed Grey Envelope with all enclosures required pursuant to these Rules;
3. Bid Bond, if applicable;
4. Form E, if applicable;
5. Form M, if applicable;
6. Trade Contractor Letter;
7. “Affidavit”, if applicable;
8. Any additional information that may be required by the Bid Depository or the Project Documents or both.

“Working Day” means any day of the week excluding Saturdays, Sundays and statutory holidays in the Yukon Territory.

“Written Notification” means notification received in writing via hand delivery, mail, facsimile message, or e-mail.

“YCA” means the Yukon Contractor’s Association, a society incorporated pursuant to the *Societies Act* (Yukon).

II ORGANIZATION, PURPOSES & AMENDMENTS

1. PURPOSE OF THE *BID DEPOSITORY*

The *Bid Depository* is a system for the reception of secured *Bids* from *Trade Contractors* to enable those receiving the *Bids* to obtain firm quotations in writing and in adequate time to compile their *GC Bids* completely and accurately.

This fair and equitable process is in the best interest of *Owners*, *General Contractors* and *Trade Contractors*.

The Bid Depository was developed to:

- To establish a system to improve tendering practices in the construction industry in the Yukon Territory.
- To protect the sanctity of bidding by making provision for the reception of sealed bids from Trade Contractors and the delivery of firm quotations in writing to General Contractors.
- To provide adequate time for General Contractors to compile their bids completely and accurately, on the basis of firm written quotations
- To provide procedures for the handling of bids which are in the best interest of Owners, General Contractors and Trade Contractors.

Flowing from this stated purpose is the requirement that *General Contractors* enter into contract with *Selected Bidder(s)* whose bids have been properly submitted and which will be used for sub-contract purposes. Following the submission of *General Contractor Bids*, substitution or replacement of such *Selected Bidder(s)* is subject to specific approval of the *Owner*, based upon valid reason or circumstances which were not reasonably evident or assessable prior to the close of *General Contractor Bids*.

2. CONDITIONS OF USE

Each *User* of any service or facility of *Bid Depository* shall, by such use, have agreed to be bound by and comply with all terms of the Rules of Procedure and all amendments thereto. *Users* further agree to comply with any and all sanctions or conditions imposed by the Bid Depository.

The Bid Depository may be used by all interested *Bidders* regardless of membership in any industry, construction or other association.

3. ORGANIZATION

The YCA shall establish the Committee.

The Committee shall consist of five (5) members as appointed by the Board. Committee appointments shall be for periods of up to two (2) years and shall be staggered terms to ensure continuity.

The Committee shall consist of a Committee Chair, Vice-Chair, and three (3) members.

The Committee will be responsible for:

- a) Recommendations to the Board regarding additions and/or amendments to the Rules of Procedure.
- b) Determining procedures for reviewing and deciding complaints.
- c) Determining procedures for reviewing and deciding appeals.
- d) Determining procedures for the imposition and administration of disqualifications, sanctions and penalties.
- e) The designation of the *Administrator* to carry out such functions and responsibilities as determined by the *Committee*.
- f) Determining procedures for the selection of location, rules of conduct and procedural matters relating to processes arising out of these Rules.

4. AMENDMENTS TO THE RULES OF PROCEDURE

- A.** Any *User* may propose amendments to these Rules provided that such proposals shall be made in writing to the *Committee*.
- B.** The *Committee* shall submit their recommendations for change to the Board for decision.
- C.** It shall be the responsibility of each *User* to ensure it is aware of all amendments to the Rules of Procedure for the Bid Depository.
- D.** Rule Clarifications may be issued from time to time from the *Committee*, which will be available to all interested parties, and such clarifications will form part of the Rules of Procedure.

III RULES OF PROCEDURE

1. **RULES APPLICABLE TO BIDS AND GENERAL CONTRACTORS**

A. **Instructions to *Bidders***

The following shall apply to all Bidders and General Contractors :

- (i) *Trade Contractor Bids* shall close through the Bid Depository with bidding information available at 220 – 2237 2nd Avenue, PO Box 30124, RPO Ogilvie, Whitehorse, Yukon, Y1A 5M2 and online at www.yukoncontractors.ca.
- (ii) The date and time for the Bid Depository closing shall be not less than two (2) *working days* prior to GC Bid closing and before 3:00:00 PM as determined by the YCA time stamp clock at the Bid Depository closing location. There should be no more than two (2) *working days* between the Bid Depository *closing* and the GC Bid closing. Recommended schedule for closing is as follows:

<u>General Contractors'</u> <u>Closing Time</u>	<u>Bid Depository</u> <u>Closing Time</u>
3:00:00 pm Thursday	3:00:00 pm preceding Tuesday
3:00:00 pm Friday	3:00:00 pm preceding Wednesday
3:00:00 pm Monday	3:00:00 pm preceding Thursday

- (iii) Trade sections shall be consistent with the trade sections set out in the BD Form, Form E and Form M to which the *Bid Depository* is to apply, indicating complete trade sections.
- (iv) All *Bidders* must submit their bids for the specified trade sections in accordance with the current Rules of Procedure for the Bid Depository including the BD Form, Form E (if applicable) and Form M (if applicable) and that Unit Prices shall be indicated separately for each trade section in accordance with the BD Form, Form E and Form M.
- (v) *GC Bid* forms shall include a schedule listing the *Bid Depository* trade sections and a statement to *General Contractors* that only *General Contractor Bids (GC Bids)* which list *Trade Contractor Bids and Own Forces bids* submitted in accordance with the Rules of Procedure for the Bid Depository for those trade sections specified.
- (vi) After closing of *General Contractor Bids (GC Bids)*, the Bid Depository may verify that the Named Bidders and Selected Bidder have been carried by the successful General Contractor's Bid.

B. Relationship and Limitations

- (i) The Bid Depository is separate and independent from the procurement process of the Owner. The use of the Bid Depository does not create any contractual, partnership, joint venture, employment or agency relationship between an *Owner* and a *General Contractor*, an *Owner* and *Trade Contractor* or a *General Contractor* and *Trade Contractor*.
- (ii) The use of the Bid Depository does not create any partnership, joint venture, employment or agency relationship between an *Owner* and the Bid Depository, a *General Contractor* and the Bid Depository or a *Trade Contractor* and the Bid Depository.

C. Bid Sections/Divisions

- (i) The following sections are those which are required by the Bid Depository:
 - (a) Mechanical – for actual specifications and content, see Form M, subject to the standard and specific exclusions set out in Appendix A,
 - (b) Electrical – for actual specifications and content, see Form E, subject to the standard and specific exclusions set out in Appendix A.

2. BID SUBMISSION AND FEES

A. Bid Submission

In order for Bid Depository to be financially self- supporting, charges will apply for the submission and receipt of Bids.

B. Fees

- (i) The *Board* shall, from time to time, establish a schedule of fees and charges to be paid by *General Contractors* and *Trade Contractors*, and the circumstances under which such fees shall be payable. Without limiting the generality of the foregoing, the *Board* may establish the following fees:
 - (a) Complaint Fees which are payable to the YCA with respect to *General Contractor* or *Trade Contractor* requesting a *Decision* from Bid Depository.
 - (b) Appeal Fees which are payable to the YCA with respect to a *General Contractor* or *Trade Contractor* appealing any *Decision*.
 - (c) Bond Amendment Administration Fees which are payable to the YCA with respect to a *Bidder* wishing to submit a fully compliant bond as provided for in Part III.
 - (d) Closing Fees which are payable to the Bid Depository with respect to each *General Contractor* receiving Bids.
 - (e) Fees which are payable to the *Bid Depository* with respect to each *Trade Contractor* submitting *Bids*.
 - (f) Fees which are payable to the Bid Depository with respect to each *Trade Contractor* withdrawing a *Bid*.

- (g) Authentication Fees payable to the Bid Depository with respect to each *Trade Contractor* submitting a Bid Bond.
- (ii) The fees as at November 30, 2018 are set out in Schedule “D” hereto.

3. TRADE CONTRACTORS

A. Submission of Bids

Bids for trade sections specified to be submitted through the Bid Depository, shall be submitted not later than the date and time specified for the Bid closing. *Bids* submitted after the Bid Depository closing time *will be disqualified by the Bid Depository. The time as determined by the YCA time stamp clock at the closing location shall be the official time for the Bid Depository and submission of Bids.*

B. Bid Forms

All *Bids* must be submitted through the Bid Depository on the BD Form, Form E (if applicable) and Form M (if applicable) along with all required *Bid Depository* envelopes, bid bonds and other required documentation. No exclusions are permitted.

C. Bid Content

- (i) *Bids* for trade sections specified to be submitted through the Bid Depository are to be in accordance with the trade sections specified in the BD Form, Form E and Form M.
- (ii) The *Trade Contractor* shall provide separately all required *Unit Prices* that apply to the individual trade section(s) of work being bid. For Bid Depository purposes, the required *Unit Prices* shall be those specified in BD Form, Form E and Form M. Related work not clearly identified in the above noted locations shall not be considered as required for purposes of the specified Bid Depository trade section(s). If Separate Prices are required in the Project Documents, they shall be submitted through the Bid Depository and clearly marked as additions or deletions to the *Unit Prices*.
- (iii) If a *Bid* contains *Bids* for multiple trade sections and one of the Trade Contractor’s trade sections in its *Bid* is disqualified, then the entire *Bid* including all *Bids* for individual trade sections submitted shall be disqualified.
- (iv) *Bidders* are not compelled to quote the same price to all *General Contractors*.
- (v) *Bids* shall not be altered or amended in any way after submission to the Bid Depository, save and except as provided in clause III 3 D.1.

- (vi) All Bids shall be on the BD Form, Form E (if applicable) and Form M (if applicable) and shall include a Pink Envelope, Grey Envelope and a White Envelope with all respective prescribed enclosures. Each envelope must indicate the project name with respect to which it is being submitted. The Bid Depository shall mark on each envelope the date, hour, minute and second it was received. All Grey Envelopes received before the Bid closing time shall be retained by the Bid Depository for a period of at least one (1) year from the closing date of the Bid. Late Bids shall be date and time stamped and held unopened by the Bid Depository until after the project contract has been awarded, at which time they shall be destroyed or, if requested, returned to the bidders.
- (vii) If the existence or absence of labor relations certifications and/or collective agreements of a *Trade Contractor* preclude the ability of the *General Contractor* from contracting with that *Trade Contractor*, then that *General Contractor* is not required to use that *Trade Contractor's Bid*.
- (viii) When a product or system within a *Trade Contractor's* specification is the exclusive franchise of one *Bidder* and such product or system is specified with no equivalent or alternate being accepted, then *Bidders* of that trade section will *Bid* that section as a *Single Bid*, and will not combine the *Bid* for that trade section with any other related trade section.
- (ix) All prices and Unit Prices submitted through the *Bid Depository* are to be quoted on a “**GST EXCLUDED**” basis.
- (x) Unless otherwise specified, all *Bids* submitted through the *Bid Depository* are subject to the use of the CCA-1 (2008 or later) sub contract, as amended by mutual agreement of the parties to the contract.

D. Bid Withdrawal

- (i) *Bids* which have been received by the *General Contractors* may be withdrawn up to 3 PM local time one (1) *Working Day* prior to the *GC Bid* closing for *General Contractors* by the *Trade Contractor* using the *Bid Depository*. Withdrawals are not permitted after the 3 PM deadline. *Bidders* that have withdrawn their *Bids* are no longer, under any circumstances, eligible to be selected for use by *General Contractors*. *General Contractors* shall monitor the *Bidders* List (refer to Rule 5.D) to confirm the status of withdrawn *Bids* prior to the selection of a *Bidder* as required under Rule 4C.
- (ii) When a *Bidder* has submitted *Bids* for individual trade sections and also combined *Bids* and wishes to withdraw a *Bid* for one or more of those individual trade sections, then the *Bidder* must withdraw the individual *Bid* and any combined *Bids* that include that individual trade section. If any combined *Bids* are withdrawn then all *Bids* for any individual trade sections and/or combined bids included in that combined *Bid* must also be withdrawn.
- (iii) *Bidders* will be charged a withdrawal fee as defined under Rule III 2.B(i)(f) and set out in Schedule “D”.

D.1 Omissions of a Bid to a General Contractor

In the event a Trade Contractor has inadvertently missed bidding to a General Contractor to whom the Trade Contractor wished to bid the following shall apply:

- (a) The Trade Contractor shall, not later than 24 hours prior to the Bid Depository closing time, send a written notice to the Bid Depository stating "We missed bidding to General Contractor "B" on project "X". Please consider our bid addressed to General Contractor "A" as if it were submitted to General Contractor "B" for project "X".
- (b) The Bid Depository shall forward to General Contractor "B" written confirmation of the price submitted to General Contractor "A".

E. Bonding

- (i) All submitted *Bids* with the total of all Bid Unit Prices submitted to a General Contractor by a Trade Contractor for all trade sections equal to or more than one million (\$1,000,000.00) dollars must be accompanied by a *Bid Bond* which meets the following criteria:
 - (a) The *Bid Bond* must be a surety bond issued by a licensed surety company authorized to transact the business of surety in the Yukon Territory.
 - (b) The Bid Bond must be issued in the approved form, if any.
 - (c) The *Bid Bond* shall name as obligee, the 'Successful *General Contractor*'.
 - (d) No other form of *Bid* security shall be accepted by *Bid Depository*.
 - (e) The *Bid Bond* shall be in the amount of ten percent (10%) of the *Bid* price.
 - (f) *Bidders* submitting bonds that contain irregularities or that are inconsistent with the requirements of these Rules of Procedure may submit fully compliant bonding documentation to the *Administrator* provided that:
 - it is submitted no less than twenty four (24) hours prior to *General Contractor* closing time;
 - it is fully compliant with the requirements of these Rules of Procedure;
 - the prescribed Bond Amendment Administration fee is paid or appropriate alternate payment arrangements made.

In accordance with this Rule, *Bidders* failing to provide fully compliant bonding shall have their bids disqualified by the Administrator.

- (ii) The *Bid Bond* is to be submitted through the Bid Depository directly from a licensed surety company authorized to transact business in the Yukon

Territory its authorized attorney or attorney in fact, and will be accepted provided it is received by the *Bid Depository* prior to the closing time and date. A copy of the *Bid Bond* sealed by the surety company will be placed into the *Bid* file by the authorized surety representative, through the process as required by *Bid Depository*.

- (iii) In the event that a Bidder submits a Bid requiring a Bid Bond with no Bid Bond or a Bid Bond of an incorrect type, then the *Bid* shall be disqualified by the *Administrator*. All bidding General Contractors and the *Owner* shall be immediately notified of the contravention.
- (iv) Unless otherwise stipulated, the *Bidder's Bid Bonds* shall be valid for the validity period as stipulated in the *Project Documents* by the *Owner* for the *General Contractor*.
- (v) *Trade Contractors* shall be required to provide Performance and/or Labour and Materials Payment Bonds as required of the *General Contractor* and specified in the *Project Documents*.
- (vii) *Bid Bonds* will be made available to the *General Contractors* with the *Trade Contractor's Bid*.
- (x) It is a *General Contractor's* responsibility to verify the validity of any *Bid Bond* and the *General Contractor* shall pay all additional costs related to this request.
- (ix) No Bid Bond is required by the *Bid Depository* for Bids with the total of all Bid Unit Prices submitted to a General Contractor by a Trade Contractor for all trade sections less than one million (\$1,000,000.00) dollars. If no Bid Bond is submitted, the Trade Contractor shall swear and include the Affidavit in the White Envelope.

F. Delivery of Bids

Bids shall be available for pick up by the General Contractor at the Bid Depository between 30 minutes and 2 hours after the Bid closing time. Any Bids not picked up by the General Contractor within the above pick-up period shall be mailed to the General Contractor at the General Contractor's expense.

G. Selection for Use of Sub – Subcontractors Bids

- (i) Selection of Sub-Sub Bidder(s):
 - (a) When Bids have been submitted using the *Sub - Subcontractors Bidding System*, a *Trade Contractor* shall select, for use, one Sub-Subcontractor *Bid* addressed to them received through *Sub-Subcontractors Bidding System* for each of those sections or divisions required to be *Bid*. Such selection shall be as required by the *Sub-Subcontractors Bidding System* through the process as permitted for the selection of a Bidder prior to the closing of *Trade Contractor Bids*.

- (b) In the circumstances where irregularities have occurred during the selection of a Sub-Sub Bidder for the purposes of the Rules (which will be waived and considered as not being reason for disqualification of a Trade Contractor's Bid) shall be as that for a General Contractor under Rule 5. Contravention of the Rules of Procedure, G. Bid Irregularities, (ii).

4. **GENERAL CONTRACTORS**

A. **Intention to Bid (GC Bid)**

- (i) *General Contractors* shall advise of their intention to submit a GC Bid in writing to the *Administrator* by sending a General Contractor Letter to be received by the Administrator at least two (2) *Working Days*, to the hour, prior to the Bid Depository closing.
- (ii) The *General Contractors* for whom *Bids* have been received will be deemed to be in receipt of all such *Bids and* are responsible for all closing fees.

B. **General Contractor Own Forces Bid**

- (i) A *General Contractor* intending to perform any of the specified trade sections with that General Contractor's *Own Forces* must notify the *Administrator* of their intention to do so. *Notification must:*
- Be *done* not less than two (2) *Working Days* before the Bid.
 - Be in writing.
 - Identify the applicable trade sections with the *General Contractors* employees employed by the *General Contractor* at the time of the Bid who will be completing the *Own Forces* work along with their respective certification numbers.

The Bid Depository shall post *on-line* a list of the *General Contractors* who have elected to bid "*Own Forces*" and will identify which trade sections they are bidding. When a *General Contractor* does not comply with the requirement of this complete Rule (III 4.B.), the *Administrator* will notify the *Owner* and may request that the *Owner* disqualify that *General Contractor's Bid*.

- (ii) *General Contractors* who either receive no *Bids* for a trade section or who have no valid *Bids* remaining as a result of disqualifications, may determine to either obtain *Bids* independent of the Bid Depository, elect to *bid Own Forces* or, if permitted by the *Project Documents*, to indicate "No Valid *Bids* Received".
- (iii) *General Contractors* electing to *Bid Own Forces* shall only be permitted to obtain *Bids* outside of Bid Depository when there are no valid *Bids* remaining for any of the *General Contractors* bidding this project.
- (iv) *General Contractors* that have notified the Bid Depository of their intention to *Bid* a trade section as *Own Forces* work, and who wish to withdraw from bidding *Own Forces* must notify the *Administrator* of their intention to withdraw not less than two (2) *Working Days* prior to Bid Depository closing time.

- (v) *General Contractor* shall submit a Trade Contractor Bid with respect to their Own Forces in compliance with Rule 3.

C. Selection for Use of *Bids*

- (i) Selection of Bidder(s):
 - (a) Where required by the *Project Documents*, a *General Contractor* shall select, for use, one *Bid* addressed to it received through the Bid Depository for each of those trade sections required to be *Bid*, but need not accept the lowest *Bid* received in any of the various trade sections.
 - (b) Where the *Project Documents* do not require the naming of a *Bidder*, as part of the GC Bid, a *General Contractor* shall select, for use, one *Bid* addressed to them received through the Bid Depository for each of those trade sections required to be *Bid*.
 - i. By selecting a *Bidder* pursuant to these Rules, in which case the *General Contractor* need not accept the lowest Bid received for any of the trade sections; or
 - ii. By not selecting a *Bidder* for a trade section required to be *Bid* the *General Contractor* is deemed to accept the lowest compliant *Bidder* from the *Bids* addressed to them and received through the Bid Depository for that trade section required to be *Bid*.
- (ii) If a *General Contractor* receives no *Bids* for a particular specified *Bid Depository* trade section, then that *General Contractor* is eligible to obtain *Bids* for that particular work only, independent of the Bid Depository. *Bidders* who have properly withdrawn or who have been disqualified by the Bid Depository are no longer, under any circumstance eligible for selection or use by *General Contractors*.
- (iii) If the existence or absence of labour relations certifications and/or collective agreements of a *Trade Contractor* preclude the ability of the *General Contractor* from contracting with that *Trade Contractor*, then that *General Contractor* is not required to use that *Trade Contractor's Bid*.
- (iv) *General Contractors* are not to accept alterations, amendments or clarifications that have the effect of altering or amending a *Bid* and are to immediately advise the *Administrator* of receipt of such alterations, amendments or clarifications and provide copies of all relevant information.
- (v) *General Contractors* shall enter into a contract with *Selected Bidder(s)* whose *Bid(s)* have been properly *submitted*, except where the substitution or replacement of such *Selected Bidder(s)* is authorized by the Owner based upon valid reasons or circumstances which were not reasonably evident or assessable prior to the close of *General Contractor Bids*.

D. Retention of Pink Envelopes

All Pink Envelopes received by a General Contractor before the Bid closing time shall be retained by the General Contractor for a period of at least one (1) year from the closing time of the Bid.

5. CONTRAVENTION OF THE RULES OF PROCEDURE

A. Contravention

All contraventions of the Rules of Procedure for the Bid Depository shall render the *General Contractor* or *Trade Contractor* subject to such actions as may be determined through the procedures established by the Committee including, but not limited to, disqualification of the *Bid* in question; specification of a period of time during which the *User* who has contravened these Rules cannot use the services of the Bid Depository; imposition of penalties, imposition of conditions which must be complied with before that *User* will have their bidding privileges reinstated or any one or more of the foregoing actions.

B. Disqualification of Trade *Bids*

It is the stated intention of these Rules of Procedure for the Bid Depository to provide *Trade Contractors* with an opportunity, on a fair and equal basis, to provide sealed *Bids* for their trade sections to *General Contractors* bidding on a project. In the event that a *Bidder* contravenes the Rules of Procedure for the Bid Depository, the *Bid* shall be disqualified. Once a *Bid* has been disqualified through the procedures established by the *Committee*, it is ineligible for use by *General Contractors* in the compilation of their *GC Bids*.

C. Alterations, Amendments, Clarifications

General Contractors shall not accept alterations, amendments or clarifications that have the effect of altering or amending a *Bid*. *General Contractors* electing to do so, will be deemed to be in contravention of the Rules of Procedure for the Bid Depository. Immediately following a *decision* through the procedures established by the *Committee* confirming such circumstances, the *Administrator* will notify the *Owner* and may request to disqualify that *General Contractor's Bid*.

D. Use of Ineligible *Bids*

General Contractors shall not use *Bids* that have either been properly withdrawn by the *Bidder* or disqualified by either the *Administrator* or through the procedures established by the *Committee*. Where a *General Contractor* has selected a withdrawn or disqualified *Bidder* the *General Contractor* will be deemed to have selected with the lowest compliant *Bidder* pursuant to Rule 5.G.(ii). *Trade Contractors* whose *Bids* are properly withdrawn by the *Bidder* or disqualified by either the *Administrator* or through the procedures established by the *Committee*, are not to contract with *General Contractors* under any circumstance.

E. Complaints

Users identifying a potential contravention of the Rules of Procedure for the Bid Depository and who wish to file a formal complaint are to notify the *Administrator* immediately. The complainant is required to submit to the *Administrator*, a written complaint and all supporting documentation identifying the alleged contravention together with the prescribed complaint fee. When the complainant is a *Bidder*, the complainant's *Bid(s)* will also be reviewed by the *Administrator* to ensure compliance with these Rules of Procedure. Where a *General Contractor's List of Named Bidders* is submitted to the *Administrator*, to ensure compliance with these Rules, a written complaint need not be submitted.

F. Decisions

Upon receipt of a formal complaint, the procedures established by the *Committee* will be used to determine a *Decision*. *Decisions* to disqualify a *Bid* will be rendered no less than four (4) hours prior to *General Contractor* closing time. *Decisions* rendered after this time period will be subject to such sanctions and/or conditions, as may be determined through the procedures established by the *Committee*. All *Decisions* will be rendered as expeditiously as circumstances permit, but will in any event be within a period of no more than fifteen (15) *working days*.

A facsimile or email report or other record produced by the Bid Depository's facsimile or email transmission equipment indicating that a notice has been delivered by facsimile or email to a particular facsimile number or email address shall for all purposes be conclusive proof that the notice was delivered to the said facsimile number or email address at the time and date indicated by the report or other record.

G. Bid Irregularities

- (i) Notwithstanding the provisions contained in these Rules, when irregularities are identified that are determined through the procedures established by the *Committee* to be of a clerical or technical nature, or of a nature that no competitive advantage is achieved that was not reasonably available or apparent to all *Users*, or is a response to a circumstance resulting from a *Conflict* between these Rules and the *Project Documents*, then those irregularities may be waived and considered as not being reason for disqualification of a *Bid*.
- (ii) In the circumstances where Rule 4.C.(i)(a) applies the following will be considered irregularities for the purposes of the Rules which will be waived and considered as not being a reason for disqualification of a GC Bid:
 - a) Where a General Contractor has selected a Bidder for a trade section that the Bidder did not Bid on;
 - b) Where a General Contractor has selected a disqualified or withdrawn Bidder for a trade section;
 - c) Where a General Contractor has not selected a Bidder for a trade section; or

- d) Where a General Contractor has selected more than one Bidder for a trade section.

In these circumstances, a General Contractor is deemed to accept the lowest compliant Bidder from the Bids addressed to them and received through the Bid Depository for that trade section required to be Bid.

H. Appeals

Decisions to disqualify a *Bid*, suspend a *User's* bidding privileges for a specified period of time, impose conditions which must be complied with prior to reinstatement of bidding privileges, or a request to an *Owner* to disqualify the *GC Bid* of a *General Contractor*, will be made through the procedures established by the *Committee*. A *User*, who wishes to appeal a *decision*, may do so by forwarding a written submission to the *Administrator* no later than seven (7) *working days* from the receipt of notification of a contravention of these Rules. The prescribed appeal fee will apply. The submission, together with all other relevant information appropriate to the determination of the issue, will be reviewed pursuant to the procedures established by the *Committee*. A *decision* will be made within a period of no more than ten (10) *working days* from the date of receipt of the appeal submission. All appeal *decisions* will be final.

I. Complaint, Decision and Appeal Procedures

The procedures for the resolution of complaints, *decision* on appeals, location and rules of conduct of committee meetings and other procedural matters will be as determined by the *Committee* having regard to the particular circumstances of the issue under consideration.

6. EXCLUSION OF LIABILITY

The use of the Bid Depository for any project does not create any right of action against the YCA, Administrator, or the Bid Depository, or any of their respective officers, directors, committee members, members, employees or agents.

No *Bidder*, *General Contractor*, *Trade Contractor* or *User*, or any other person or entity, nor any of their respective heirs, successors, administrators, representatives, and assigns, shall have any claim whatsoever (including, but not limited to, a claim of negligence) for any damages, costs, expenses, action, cause of action or compensation of any kind whatsoever (including, but not limited to, claims for loss of enjoyment, opportunity, profit, savings, revenue, interest or any other consequential, indirect, incidental, special or punitive loss, damages or expenses (collectively, "Special Damages")), including any claim against the YCA, the Administrator, the Board, the Committee, the Bid Depository and their respective members, directors, officers, employees, agents, representatives, heirs, successors, administrators and assigns (collectively, the "Releasees"), as a result of participation in or use of the Bid Depository and its process, as a result of participation in the Owners tender, request for proposals or other invitation to contract, or as a result of the interpretation, application or non-application of these Rules of Procedure. By submitting a *Bid* or *GC Bid* or otherwise using any service or facility of the Bid Depository, each *Bidder*, *General Contractor*, *Trade Contractor* or *User*, or any other person or entity, and their respective heirs, successors, administrators, assigns and representatives shall be deemed to have agreed that it has no such claim and hereby release and forever discharge the Releasees from all such actions, causes of action, claims, damages expenses, costs or compensation of any kind

whatsoever (including, but not limited to, Special Damages) and demands of every nature (including, but not limited to, any claim for negligence) in any way related to the use of the Bid Depository, its process, as a result of participation in the Owners tender or request for proposals or other invitation to contract, or as a result of the interpretation, application or non-application of these Rules of Procedures.

VI COMPLAINT & APPEAL PROCESS

COMPLAINTS

Process

1. All Complaints against *General Contractors* and *Trade Contractors* will be accepted at any time.
2. The complaint must be in writing (the “Complaint Form” at the end of the Complaint & Appeal process may be used). It is the complainant’s responsibility to make their case that a contravention has occurred, and must provide all supporting substantiation and documentation (such as appropriate sections of the specifications, instructions to *bidders*, addenda, etc.). The complaint must be submitted to the *Administrator* together with the complaint fee.
3. The *Administrator* will determine if the material provided is sufficient to initiate an investigation. The *Administrator* will also determine whether there is sufficient basis to proceed further.
4. The *Administrator* advises the contractor of the following: that a complaint has been received; the alleged contravention; the process that will be implemented; and, if appropriate, gives the contractor an opportunity to respond to the allegation in writing with supporting documentation.
5. Upon request, copies of the complaint or response may be provided to the parties to the complaint, as appropriate.
6. The *Administrator* will determine if the investigation necessitates accessing any or all other *Bids* and acts accordingly.
7. The complainant’s *Bid* or *GC Bid* will be automatically accessed and the *Bid* or *GC Bid* reviewed, together with the subject(s) of the complaint, and the appropriate action taken if a contravention is found.
8. All *decisions* on complaints will be made by the *Administrator*, who may seek advice from appropriate experts on technical/construction issues forming the basis of a complaint. All *decisions on complaints* will be made by the *Administrator*, who may form a committee from authorized volunteers, or seek advice from appropriate experts on technical/ construction issues forming the basis of a complaint. In the event that a complaint is of the nature that a competitive advantage may or may not exist and the *decision* requires a subjective opinion, the *Administrator* may choose to form a committee from the authorized volunteers and request a written opinion from the volunteers.
9. In accordance with the Rules, a *decision* will be made within fifteen (15) *working days* of receipt of a written complaint. Complaints will be dealt with in the order they are received by the *Administrator*. Complaints will be dealt with in as timely a manner as possible, but there is no guarantee that a *decision* will be made four (4) hours prior to the *General Contractors’* closing.

Decisions

A. Trade Contractors

- (a) If there is a *decision* to disqualify a *Trade Contractor* for a contravention of the rules, *General Contractors* should be so notified four (4) hours or more before the *General Contractors* closing.
 - (i) The *Administrator* will notify all *General Contractors* by fax or email (marked URGENT) of the disqualification and advise them they will be in contravention of the Rules if they use the disqualified *Bid*. *General Contractors* must consider the disqualification valid if the fax or email is received prior to the *General Contractors*' closing time. Every effort will be made to provide notifications as early as possible.
 - (ii) The *Administrator* will notify the *Owner*, by fax or email, of any disqualified *Trade Contractors* bids; and that any *General Contractor* who uses a disqualified *Bid* will be in contravention of the Rules and their *Bid* shall be disqualified.
 - (iii) When through circumstances not defined in the Rules, and where a disqualification is not enforced, other sanctions may be applied.
- (b) If a *decision* is made less than four (4) hours before the *General Contractors*' closing that a *Bid* is in contravention of the rules, a penalty and/or other sanctions will be imposed. In accordance with the rules, a *Bid* cannot be disqualified after this time period, and is considered a valid *Bid*.
 - (i) Any penalty must be paid within thirty (30) days of the date of the notice of the *decision* (or within the same time period if a suspension from bidding is imposed and is less than thirty (30) days). Suspension of bidding will begin seven (7) *working days* from the date of notice of the *decision*, or the date of receipt of an advice that the contractor does not intend to appeal the *decision*, whichever is sooner. However, suspension of bidding will continue beyond the original sanction period until any penalty is paid. Where only a financial penalty was levied and such fine remains unpaid after thirty (30) days, a suspension of bidding may be applied. The amount of penalties may escalate with repeat of a contravention.
 - (ii) The *Administrator* will notify the parties to the complaint of the *decision* and the resulting actions. The *Administrator* will return the complaint fee to the appropriate party.
- (c) If a *decision* is made that the rules were not contravened, the *Administrator* will notify the parties to the complaint involved of the *decision*. The complaint fee will be retained by YCA.
- (d) An appeal may be filed, in writing, with the *Administrator* within seven (7) *working days* of the date of notice of the *decision*.

- (e) If a *decision* is made four (4) hours or more before the *General Contractors'* closing that the Trade contractor has contravened the Rules, but did not have a competitive advantage (as allowed under Rule 5.G. *Bid Irregularities*), a penalty and/or other sanctions may be imposed.
 - (i) Any penalty must be paid within thirty (30) days of the date of the notice of the *decision* (or within the same time period if a suspension from bidding is imposed and is less than thirty (30) days). Suspension of bidding will begin seven (7) *working days* from the date of notice of the *decision*, or the date of receipt of an advice that the Trade Contractor does not intend to appeal the *decision*, whichever is sooner. However, suspension of bidding will continue beyond the original sanction period until any penalty is paid or such later time as imposed. Where only a financial penalty was levied and such fine remains unpaid after thirty (30) days, a suspension of bidding may be applied. The amount of penalties may escalate with repeat of a contravention.
 - (ii) The *Administrator* will notify the parties to the complaint of the *decision* and the resulting actions. The *Administrator* will return the complaint fee to the appropriate party.
- (f) Where a complaint is of the nature that it is not defined by the process herein, the procedures will be as determined by the *Committee* having regard to the particular circumstances of the issue under consideration.

B. General Contractors

- (a) The *Administrator* will notify the *Owner* of any disqualified *Trade Contractors Bids*, and that any *General Contractor* who uses a disqualified *Bid* will be in contravention of the Rules and may request that their *GC Bid* be disqualified.
 - (i) When through circumstances not defined in the Rules, and where a disqualification is not enforced, other sanctions may be applied.
- (b) If a *decision* is made prior to *GC Bid* award that a *General Contractor* contravened the Rules and provided an unfair competitive advantage:
 - (i) The *Administrator* will notify the *Owner* and may request to disqualify that *General Contractor's GC Bid*.
 - (ii) The *Administrator* will notify the parties to the complaint of the *decision* and the resulting actions. The *Administrator* will return the complaint fee to the appropriate party.
- (c) If a *decision* is made that a *General Contractor* contravened the Rules the *General Contractor* will be subject to penalties, suspensions from use of the Bid Depository and/or other sanctions that may be imposed:
 - (i) The *Administrator* will notify the parties to the complaint of the *decision* and the sanctions imposed. The *Administrator* will return the complaint fee to the appropriate party.
 - (ii) Any penalty must be paid within thirty (30) days of the date of the

notice of the *decision* (or within the same time period if a suspension from use of the Bid Depository is imposed and is for less than thirty (30) days). Suspension of use will begin seven (7) *working days* from the date of notice of the *decision*, or the date of receipt of an advice that the *General Contractor* does not intend to appeal the ruling, whichever is sooner. However, suspension of use will continue beyond the original sanction period until any penalties are paid.

- (d) If a *decision* is made that the *General Contractor* did not contravene the Rules, the *Administrator* will notify the parties to the complaint of the *decision*. The complaint fee will be retained by YCA.
- (e) A written appeal may be filed with the *Administrator* within seven (7) *working days* of the date of notice of the *decision*.
- (f) Where a complaint is of the nature that it is not defined by the process herein, the procedures will be as determined by the *Committee* having regard to the particular circumstances of the issue under consideration.

APPEALS

1. An appeal application and all supporting documentation must be received by the Administrator within seven (7) working days of the date of notice of the decision. The appeal application and all supporting documentation must be accompanied by the appropriate fee.
2. The other party(ies) involved will be notified of the appeal, provided with the appeal documentation and given an opportunity to provide a written response.
3. An appeal review committee of three (3) authorized volunteers from the Board will be formed to consider the appeal. The Appeal Review Committee will be appointed by the Chair of the *Committee* or its designated representative.
4. The Administrator will schedule a telephone conference meeting of the review committee. Appropriate arrangements will be made if any of the parties involved wish to make an oral presentation of their case.
5. The Administrator will:
 - (a) Assist the Chair of the *Committee* or its designated representative with the appointment of the Appeal review committee.
 - (b) Manage all correspondence and communication with the Appeal Review Committee.
 - (c) Consult with the Appeal review committee on the reasoning and rationale for the decision and all penalties and/or other sanctions that were imposed. The Administrator will provide the information for the reasoning and rationale for the decision directly to the Appeal review committee and may respond to any issues, positions or arguments made or advanced by the party appealing the decision.
6. In accordance with the Rules of Procedure, a decision will be made within ten (10) working days of receipt of a written appeal.

If the appeal is upheld and the initial decision overturned:

- (a) The appeal fee will be returned.
 - (b) Any penalties and/or other sanctions imposed will be rescinded.
 - (c) The Administrator will notify the parties to the complaint of the decision.
7. If the initial decision is upheld, any penalties and/or other sanctions imposed will become effective from the date of notice of the Appeal Review Committee's decision.

If the party appealing the initial decision retains legal counsel with respect to the appeal and the initial decision is upheld by the Appeal review committee, the Appeal Review Committee may, in its sole and absolute discretion, order that the party appealing the initial decision pay all or part of the YCA's legal fees, on a solicitor and client basis, and related taxes and disbursements, incurred with respect to the appeal.

8. The Appeal Review Committee's decision is final.

Note 1: Trade Contractors should be aware that if their Bid has been disqualified and the appeal subsequently upheld, the Bid Depository has no authority to require that the named Trade Contractor be replaced.

Note 2: The appeal process is a review and ruling by industry volunteer representatives and is based only on the Rules of Procedure and the process as set out therein. The appeal process does not follow the practice, procedure or conventions of courts of the Yukon Territory.

APPENDIX A

This appendix takes precedence over all drawings, specifications, and addenda.

This Appendix contains a listing of the standard exclusions that apply to the individual sections or divisions as identified. **The work or services excluded in Appendix A and below only apply for the purposes of the Bid Depository process, and such exclusions do NOT apply to the procurement by the Owner. General Contractors are still solely responsible for and must include the full cost and price of such work or services into its Bid or Proposal for the Owner.** Bids must be based on drawings, specifications, addenda and this list of exclusions. The section numbers identified for each section are for reference only and may vary from the numbers contained in the specifications.

SPECIFICATION NUMBERS/NAMES - The section numbers identified in this Appendix are based on CSC/CSI MasterFormat *1995. However, the numbers are for reference only and may vary from the numbers contained in the actual specifications. This means that when bidding through the Bid Depository the section number in the specifications may not be the same as the section number in the Bid Depository exclusions. As well the title of the section may not be the same as the Appendix A Exclusion list.

STANDARD EXCLUSIONS

COMMON EXCLUSIONS FOR ALL TRADE SECTIONS AND DIVISIONS

- temporary power, heat, water, sanitation, barriers
- heating and hoarding
- onsite first aid
- final cleaning
- initial removal of snow and ice
- fees or cash allowances for service connections unless specified in the trade section
- on site security, if specified
- testing unless specified in the trade section
- provision of gridlines and benchmarks on each level
- repairs to damage by others after completion and acceptance of the work
- temporary lighting unless specifically detailed on the electrical drawings that are part of the *Bid* for Division 2 work
- provision of garbage/refuse/recyclable containers and their removal (including disposal fees), except the *Trade Contractor* shall be responsible for removal from the site of demolition materials, hazardous materials and drywall
- cost for a reasonable number of copies of all *Project Documents* where not provided by the *Owner*
- temporary dust control and/or ventilation systems required as a project specified environmental condition for the entire project. Note: where it is a requirement to meet the needs of one specific *Trade Contractor* and specified thus, then that *Trade Contractor* shall be responsible to include for the cost of this work.

DIVISION 1 – MECHANICAL (and related Sections/Divisions)

- outside service piping not shown or specified in the Division 1 plans or specifications, fittings, precast concrete and related work beyond one meter of the building, with the exception of gas line from the gas meter to the building
- excavation, compaction, backfilling, dewatering (except where required for geothermal heat pump systems)
- line voltage wiring or control (over 24 volt) unless specified in this section
- painting when specified in Section 09900 Painting
- pipe bollards
- asbestos abatement unless specified in this section
- asbestos abatement when also specified in another section
- cutting, coring, patching unless due to error by this trade (except in-ground coring or drilling for geothermal heat pump systems)
- concrete work
- furring and backing
- filter fabric and drain rock
- weeping tile and/or footing drains and their cleanout risers including the cleanout
- seismic restraint, seismic restraint design, approval or seals unless specified in this section
- thermal concrete used for duct insulation (zonolytic concrete)
- firestopping unless specified in this section
- buried corrugated metal culvert piping or tanks constructed of corrugated metal culvert
- non plumbing pipe rain water leaders such as hollow steel sections (hss)
- removal of existing outside site service piping and underground piping except petroleum fuel pipes and tanks when specified in this division
- perforated piping/weeping tile drainage systems (such as for playing fields)
- x-rays for cutting, coring, patching unless due to error by this trade

DIVISION 2 – ELECTRICAL (and related Sections/Divisions)

- control wiring unless specified in this section
- all civil concrete, excavation or backfill work including shoring and bedding
- cast iron covers for pull pits
- precast and/or cast in place concrete products such as pullboxes
- duct drainage and associated backwater valves
- backing
- fire stopping unless specified in this section
- painting unless specified in this section
- painting also specified in Section 9900 Painting
- fire related drywall enclosures for panelboard and light fixtures
- cutting, patching or coring unless due to error by this trade
- seismic restraint, seismic restraint design, approvals or seals unless specified in this section
- temporary lighting
- x-rays for cutting, coring, patching unless due to error by this trade

SCHEDULE "A.1"

GENERAL CONTRACTOR LETTER

[LETTERHEAD OF GENERAL CONTRACTOR]

!, 20__

Yukon Contractors Association
Box 30124, RPO Ogilvie
Whitehorse, Yukon
Y1A 5M2

Attention: Administrator

Dear Sirs/Mesdames:

Re: **[Name Project]** (the AProject@)
[Name of General Contractor] (the AGeneral Contractor@)

This letter is to confirm that the General Contractor is bidding on the Project as a general contractor and requests that it be added to the Yukon Contractors Association Bid currently closing !, 2018 at ! in compliance with the Rules of Procedure for Yukon Bid Depository posted at www.yukoncontractors.ca (the ABid Depository Rules@) in the Bid Depository.

The General Contractor confirms that it has read and understood and, where necessary, obtained legal advice as to the nature and effect of, the Bid Depository Rules.

The General Contractor acknowledges and agrees, as consideration for being registered and participating in the Bid Depository and other good and valuable consideration, receipt of which is hereby acknowledged, to comply with and to be bound by the terms and conditions of the Bid Depository Rules including, without limitation, the release of liability in Rule 6 thereto, which releases the Yukon Contractors Association from any and all liability with respect to the Bid Depository.

The General Contractor **[will/will not]** be submitting a Bid with Own Forces.

Thank you for registering the General Contractor in the Bid Depository. If you have any questions or concerns, please contact ! at !.

Thank you,

SCHEDULE "A.2"

TRADE CONTRACTOR LETTER

[LETTERHEAD OF GENERAL CONTRACTOR]

!, 20 ____

Yukon Contractors Association
Box 30124, RPO Ogilvie
Whitehorse, Yukon
Y1A 5M2

Attention: Administrator

Dear Sirs/Mesdames:

Re: **[Name Project]** (the AProject@)
[Name of General Contractor] (the AGeneral Contractor@)

This letter is to confirm that the General Contractor is bidding on the Project as a general contractor and requests that it be added to the Yukon Contractors Association Bid currently closing !, 2018 at ! in compliance with the Rules of Procedure for Yukon Bid Depository posted at www.yukoncontractors.ca (the ABid Depository Rules@) in the Bid Depository.

The General Contractor confirms that it has read and understood and, where necessary, obtained legal advice as to the nature and effect of, the Bid Depository Rules.

The General Contractor acknowledges and agrees, as consideration for being registered and participating in the Bid Depository and other good and valuable consideration, receipt of which is hereby acknowledged, to comply with and to be bound by the terms and conditions of the Bid Depository Rules including, without limitation, the release of liability in Rule 6 thereto, which releases the Yukon Contractors Association from any and all liability with respect to the Bid Depository.

The General Contractor **[will/will not]** be submitting a Bid with Own Forces.

Thank you for registering the General Contractor in the Bid Depository. If you have any questions or concerns, please contact ! at !.

Thank you,

!

SCHEDULE "A.3"

CANADA)

YUKON TERRITORY)

TO WIT:) **AFFIDAVIT**

I, _____, of the City of _____ in _____)
[insert city]

_____, DO SOLEMNLY SWEAR THAT:
[insert Territory or Province]

1. I am _____ of _____)
[insert office/position] [insert name of trade contractor]
(the "Trade Contractor").

2. I am authorized to swear this Affidavit on behalf of the Trade Contractor.

3. All capitalized terms herein that are not defined shall have the same meaning as ascribed thereto in the Yukon Contractors Association Rules of Procedure for Yukon Bid Depository.

4. The Trade Contractor has submitted a Bid pursuant to the Bid Depository with respect to _____)
_____ (the "Project").
[insert name of project]

4. The Trade Contractor has not submitted a Bid Bond with respect to the Project as the total of all Bid Unit Prices for all trade sections submitted to the General Contractor with respect to the Bid is less than one million (\$1,000,000.00) dollars.

SWORN BEFORE ME at the City of _____)
_____, in _____)
_____, this _____)
day of _____, 20____.)

_____))
_____))
_____))
_____))
A Notary Public in and for the _____)
_____)

SCHEDULE "A"



YUKON BID DEPOSITORY
OFFICIAL BID DEPOSITORY FORM
 YUKON BID DEPOSITORY

Date _____
 BID TO _____
 PROJECT _____

Addendum #s _____ through _____ have been received.

We submit our bid for these individual sections or divisions of work

_____ \$ _____

Required Alternate, Separate or Unit Prices (if more space is required, attach on own letterhead and sign)

	Delete from above price	Add to above price
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

*These prices include all specified taxes with the **exception of GST (which is EXCLUDED)**. This bid is subject to acceptance within the validity period as stipulated in the project documents for the General Contractor and is based on strict compliance with drawings and specifications, all addenda and all pre-bid interpretations thereto issued prior to bid closing time.*

Name of Bidding Firm _____ (the "Trade Contractor")

Mailing Address _____

Telephone _____ Fax _____ Email _____

The Trade Contractor confirms that it has read and understood and, where necessary, obtained legal advice as to the nature and effect of, the Rules of Procedure for Yukon Bid Depository posted at www.yukoncontractors.ca (the "Bid Depository Rules").

The Trade Contractor acknowledges and agrees, as consideration for being registered and participating in the Bid Depository and other good and valuable consideration, receipt of which is hereby acknowledged, to comply with and to be bound by the terms and conditions of the Bid Depository Rules, including, without limitation, the release of liability in Rule 6 thereto, which releases the Yukon Contractors Association from any and all liability with respect to the Bid Depository.

 [insert name of Bidding Firm]

Per: **AUTHORIZED SIGNING OFFICER(S)**

Name _____ Title _____

Name _____ Title _____

Signature(s) _____

SCHEDULE "B"

FORM "E" ELECTRICAL SUBTRADE LIST

CONTRACTOR _____

PROJECT _____

Electrical contractors are to complete the following subtrade list and include a copy of it within the main envelope submitted through the Bid Depository. The list represents the Contractor and subcontractors that will be used to complete various portions of the Electrical work on the project.

All Divisions and sections taken from Tender Specification Documents.

Each line is to be filled out with either the name of the Contractor or subcontractor to be used, or with an N/A (not applicable).

At the bottom of form E is the list of exclusions that are not the responsibility of the electrical contractor. The work or services excluded below only apply for the purposes of the Bid Depository process, and do NOT apply to the procurement by the Owner. General Contractors are still solely responsible for and must include the full cost and price of such work or services into its Bid or Proposal for the Owner.

TABLE "A"

	Name of Contractor	Subcontractor	Own Forces (if contractor will also be General Contractor. Indicate all employees of General Contractor who will be performing work with their corresponding certification number)
DIVISION 26 - ELECTRICAL			
26 00 10 – Electrical Systems Commissioning			
26 05 02S – Electrical: General Requirements			
26 05 35 – Leak Detection Wiring			
26 05 43S – Electrical Installation			
26 05 50 – Variable Frequency Drive Equipment			

26 06 31 – Power Generation Diesel			
26 24 19 – Motor Controls Centres			
26 27 20 – Process Instrumentation			
26 29 02 – Fire Pump Control			
26 29 03 – Control Panel			
26 31 10 – Solar Energy Electrical Power Generation Equipment			
26 36 23 – Automatic Transfer Switches			
DIVISION 27 - COMMUNICATIONS			
27 10 05 – Structured Cabling For Communications Systems			
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY			
28 16 00 – Intrusion Detection			
28 23 00 – Video Surveillance			
28 31 00 – Fire Detection & Alarm			
Blanks for any section or subsection not listed from the above.			

COMMON EXCLUSIONS FOR ALL TRADE SECTIONS AND DIVISIONS

- temporary power, heat, water, sanitation, barriers
- heating and hoarding
- onsite first aid
- final cleaning
- initial removal of snow and ice
- fees or cash allowances for service connections unless specified in the trade section
- on site security, if specified
- testing unless specified in the trade section
- provision of gridlines and benchmarks on each level
- repairs to damage by others after completion and acceptance of the work
- temporary lighting unless specifically detailed on the electrical drawings that are part of the *Bid* for Division 2 work
- provision of garbage/refuse/recyclable containers and their removal (including disposal fees), except the *Trade Contractor* shall be responsible for removal from the site of demolition materials, hazardous materials and drywall
- cost for a reasonable number of copies of all *Project Documents* where not provided by the *Owner*
- temporary dust control and/or ventilation systems required as a project specified environmental condition for the entire project. Note: where it is a requirement to meet the needs of one specific *Trade Contractor* and specified thus, then that *Trade Contractor* shall be responsible to include for the cost of this work.

DIVISION 2 – ELECTRICAL (and related Sections/Divisions)

- control wiring unless specified in this section
- all civil concrete, excavation or backfill work including shoring and bedding
- cast iron covers for pull pits
- precast and/or cast in place concrete products such as pullboxes
- duct drainage and associated backwater valves
- backing
- painting unless specified in this section
- painting also specified in Section 9900 Painting
- fire related drywall enclosures for panelboard and light fixtures
- cutting, patching or unless due to error by this trade
- seismic restraint, seismic restraint design, approvals or seals unless specified in this section
- temporary lighting
- x-rays for cutting, patching unless due to error by this trade

SCHEDULE "C"

FORM "M" MECHANICAL SUBTRADE LIST

CONTRACTOR _____

PROJECT _____

Electrical contractors are to complete the following subtrade list and include a copy of it within the main envelope submitted through the Bid Depository. The list represents the Contractor and subcontractors that will be used to complete various portions of the Electrical work on the project.

All Divisions and sections taken from Tender Specification Documents.

Each line is to be filled out with either the name of the Contractor or subcontractor to be used, or with an N/A (not applicable).

At the bottom of form E is the list of exclusions that are not the responsibility of the electrical contractor. The work or services excluded below only apply for the purposes of the Bid Depository process, and do NOT apply to the procurement by the Owner. General Contractors are still solely responsible for and must include the full cost and price of such work or services into its Bid or Proposal for the Owner.

TABLE "A"

	Name of Contractor	Subcontractor	Own Forces (if contractor will also be General Contractor. Indicate all employees of General Contractor who will be performing work with their corresponding certification number)
DIVISION 21 – FIRE SUPPRESSION			
21 05 01 – Common Work Results For Mechanical			
21 13 13 – Wet Pipe Sprinkler Systems			
21 30 00 – Fire Pumps			

DIVISION 22 - PLUMBING			
22 05 53 – Mechanical Identification			
22 11 16 – Domestic Water Piping			
22 11 23 – Centrifugal Pumps			
22 13 17 – Drainage Waste And Vent Piping – Cast Iron And Copper			
22 13 18 – Drainage Waste And Vent Piping - Plastic			
22 30 00 – Equipment General Requirements			
22 32 05 – Domestic Water Heaters			
22 32 00 – Filtration Equipment			
22 42 00 – Plumbing Specialties And Accessories			
DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING (HVAC)			
23 05 17 – Pipe Welding – Biomass Piping			
23 05 29 – Hangers And Supports For Hvac Piping And Equipment			

23 05 48 – Vibration And Seismic Controls For Hvac Piping And Equipment			
23 05 93 – Testing, Adjusting And Balancing For Hvac			
23 07 15 – Thermal Insulation For Piping			
23 09 33 – Electric And Electronic Control System For Hvac			
23 11 13 – Facility Fuel Oil Piping			
23 21 13 – Hydronic Systems: Steel			
23 21 14 – Hydronic Specialties			
23 21 23 – Hydronic Pumps			
23 23 00 – Refrigerant Piping			
23 33 00 – Air Duct Accessories			
23 33 14 – Dampers - Balancing			
23 33 15 – Dampers - Operating			
23 34 00 – Hvac Fans			

23 35 16 – Engine Exhaust Systems			
23 37 13 – Diffusers, Registers And Grilles			
23 37 20 – Louvres, Intakes And Vents			
23 51 00 – Breeching, Chimneys And Stacks			
23 52 00 – Heating Boilers			
23 55 01 – Duct Heaters			
23 57 00 – Heat Exchangers For Hvac			
23 72 00 – Air-to-air Energy Recovery Heat Pumps			
23 81 40 – Air And Water Source Unitary Heat Pumps			
23 82 39 – Unit Heaters			
Blanks for any section or subsection not listed from the above.			

COMMON EXCLUSIONS FOR ALL TRADE SECTIONS AND DIVISIONS

- temporary power, heat, water, sanitation, barriers
- heating and hoarding
- onsite first aid
- final cleaning

- initial removal of snow and ice
- fees or cash allowances for service connections unless specified in the trade section
- on site security, if specified
- testing unless specified in the trade section
- provision of gridlines and benchmarks on each level
- repairs to damage by others after completion and acceptance of the work
- temporary lighting unless specifically detailed on the electrical drawings that are part of the *Bid* for Division 2 work
- provision of garbage/refuse/recyclable containers and their removal (including disposal fees), except the *Trade Contractor* shall be responsible for removal from the site of demolition materials, hazardous materials and drywall
- cost for a reasonable number of copies of all *Project Documents* where not provided by the *Owner*
- temporary dust control and/or ventilation systems required as a project specified environmental condition for the entire project. Note: where it is a requirement to meet the needs of one specific *Trade Contractor* and specified thus, then that *Trade Contractor* shall be responsible to include for the cost of this work.

DIVISION 1 – MECHANICAL (and related Sections/Divisions)

- outside service piping not shown or specified in the Division 1 plans or specifications, fittings, precast concrete and related
- work beyond one meter of the building, with the exception of gas line from the gas meter to the building
- excavation, compaction, backfilling, dewatering (except where required for geothermal heat pump systems)
- line voltage wiring or control (over 24 volt) unless specified in this section
- painting when specified in Section 09900 Painting
- pipe bollards
- asbestos abatement unless specified in this section
- asbestos abatement when also specified in another section
- cutting, patching unless due to error by this trade (except in-ground coring or drilling for geothermal heat pump systems)
- concrete work
- furring and backing
- filter fabric and drain rock
- weeping tile and/or footing drains and their cleanout risers including the cleanout
- seismic restraint, seismic restraint design, approval or seals unless specified in this section
- thermal concrete used for duct insulation (zonolytic concrete)
- buried corrugated metal culvert piping or tanks constructed of corrugated metal culvert
- non-plumbing pipe rain water leaders such as hollow steel sections (hss)
- removal of existing outside site service piping and underground piping except petroleum fuel pipes and tanks when specified in this division
- perforated piping/weeping tile drainage systems (such as for playing fields)
- x-rays for cutting, coring, patching unless due to error by this trade

SCHEDULE "D"
FEES AS AT MARCH 6, 2018

LIST OF BID DEPOSITORY FEES

FEES (GST included unless otherwise noted)

RULES OF PROCEDURE MANUAL (Hardcopy).....	\$ 35.00 ea
RULES OF PROCEDURE MANUAL (On-line)	Free download
GENERAL CONTRACTOR CLOSING.....	\$ 125.00 + GST
TRADE CONTRACTOR CLOSING.....	\$ 125.00 + GST
MISSED BID NOTIFICATION.....	\$ 75.00 per G/C
BOND AMENDMENT ADMINISTRATION FEE.....	\$ 350.00
COMPLAINT FEE.....	\$ 350.00
COMPLAINT APPEAL FEE.....	\$1,000.00

WITHDRAWAL OF BID:

1st withdrawal.....	\$ 500.00
2nd withdrawal.....	\$ 1,000.00
3rd withdrawal.....	\$ 2,000.00
4th withdrawal.....	\$ 4,000.00

(This will continue to double with every withdrawal through a twelve month period from the date of the previous withdrawal.)

SCHEDULE "E"

**THE BID DEPOSITORY
COMPLAINT FORM**

Complete & return this form with attachments to the Administrator.

Date: _____

Complainant: _____

Company: _____

Address: _____

Phone: _____ Fax: _____

Project: _____

Complaint against *(Name of Contractor(s))* _____

Nature of Complaint *(if more space is required, attach of Complainant letterhead)*

Identify Specific Rule(s) Contravened

Itemize Supporting Documentation Attached

NOTE: all appropriate documentation to substantiate complaint must be provided. The Bid Depository will only provide a copy of the bid form if necessary.

Filed by: _____

Signature

PRINT Name & Title

Complaint Fee

Charge to:

VISA MASTERCARD Cheque Attached

Card No. _____

Expiry Date _____

Name on Card _____

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