

Invitation to Tender



MÉTIS NATION
BRITISH COLUMBIA

MNBC – Fort St. John (FSJ) Crosstown Apartment

Building Envelope Renovation

ITT #: MNBC-MOHH-ITT- FSJ BLD ENV

Issue Date: May 8, 2026, 12:00 PM PT

Closing Date: May 22, 2026, 12:00 AM PT

Summary

Invitation to Tender (ITT): MNBC – Fort St. John (FSJ) Crosstown Apartment Building Envelope Renovation

Métis Nation British Columbia (MNBC) invites qualified contractors to submit a tender for the **exterior building envelope renovation** of Crosstown Apartment located at 9304 99 Avenue, Fort St. John, BC. Anticipated scope of work will include removing and replacing exterior cladding, installing new insulation and air/moisture barriers, replacing windows and doors, and completing all related flashing and waterproofing to create a durable, weather-tight building. The project aims to incorporate Métis-inspired design elements to the façade and must meet best building practices, BC Building Code and City of Fort St. John requirements. The proponent will be responsible for full construction delivery, including coordination, safety, and weather protection during construction.



1 Table of Contents

1	Table of Contents.....	3
1.	Introduction	5
1.1	Invitation to Bidders – Work Scope Outline	5
1.2	Métis Nation British Columbia (MNBC)	5
1.3	Consultant.....	6
1.4	No Guarantee of Volume of Work.....	6
	Métis Nation of British Columbia (MNBC) makes no guarantee of the value or volume of work to be assigned to the successful Bidder.	6
1.5	Sustainable Procurement	6
1.6	Canada Free Trade Agreement	6
2.	Requirements	7
2.1	Description of Work.....	7
2.2	Occupied Building and Tenant Coordination	8
2.3	Project Team.....	9
2.4	Change Order Procedure and Limitations	11
2.5	Detailed Construction Schedule and Cash Flow Forecast.....	12
3.	Bidder Instructions and Evaluation.....	12
3.1	General	12
3.2	Timetable.....	12
3.3	Bid Submission.....	13
3.4	Optional Site Visit	13
3.5	Bid Evaluation	13
3.6	Fixed/Stipulated Price Restrictions.....	15
3.7	Stage I – Mandatory Requirements.....	16
3.8	Insurance	17
3.9	Subcontractor Evaluation, Award, and Indigenous/Metis Business Preference	17
3.10	Criminal Records Review Act Check.....	18
3.11	Subcontractors.....	19
3.12	Schedule of Values.....	19
3.13	Cash Flow Forecast	19
3.14	Site and Fire Safety Orientation and Safety Plan Requirements	19
3.15	As Built Drawings Requirements	20
3.16	WorkSafeBC Coverage and Requirements.....	20

3.17	Schedule of Work.....	20
3.18	Shop Drawings	20
3.19	Monthly Progress Payments.....	21
3.20	Project Specific Plans	21
3.21	Supplier Performance Management	21
4.	Terms and Conditions.....	22
4.1	General Information and Instructions	22
4.2	Communication after Issuance of the ITT.....	23
4.3	Award and Execution of Contract	24
4.4	Prohibited Communications and Confidential Information	25
4.5	Reserved Rights, Limitation of Liability and Governing Law.....	26
4.6	Limitation of Liability	26
5.	Appendices	28

1. Introduction

1.1 Invitation to Bidders – Work Scope Outline

This Invitation to Tender (“ITT”) is an invitation by Métis Provincial Council of British Columbia (hereafter referred to as Métis Nation British Columbia, “MNBC”), for prospective Bidders to submit Bids for the building envelope exterior renovation, as further described in this ITT.

Métis Nation British Columbia (MNBC) invites qualified contractors to submit a tender for the exterior building envelope renovation of Crosstown Apartment located at 9304 99 Avenue, Fort St. John, BC. Anticipated scope of work will include removing and replacing exterior cladding, installing new insulation and air/moisture barriers, replacing windows and doors, and completing all related flashing and waterproofing to create a durable, weather-tight building. The project aims to incorporate Métis-inspired design elements to the façade and must meet best building practices, BC Building Code and City of Fort St. John requirements. The proponent will be responsible for full construction delivery, including coordination, safety, and weather protection during construction.

For this procurement process, the Bidders “Contact” at MNBC will be:

- Contact: Simrit Kainth
- Email: housing@mNBC.ca and copy to skainth@mNBC.ca

All queries and information requests are to be made in writing only to the contact at the above email address or through the public Q&A section of MNBC’s EUNA (Bonfire) platform. All questions and answers will be compiled and posted as FAQ’s on the EUNA platform. This ITT will be cross-posted on BC Bid.

1.2 Métis Nation British Columbia (MNBC)

Métis Nation British Columbia (MNBC), established in 1996, is the Métis government in British Columbia, representing the collective Section 35 rights of over 32,000 Métis Citizens who are registered with MNBC and thirty-eight (38) Métis Chartered Communities. MNBC also advocates for the over 113,000 self-identified Métis in British Columbia, many of whom are at various stages of their journey in achieving citizenship, to participate fully in our rich democratic and governance traditions and activities. In 2002, the “National Definition” of Métis was formalized by representatives of the Métis Nation. The Métis Central Citizenship Registry adheres strictly to the national definition to determine Métis citizenship. MNBC continues to advocate for recognition of Indigenous rights as Métis, and Métis self-determination within the Canadian Federation. MNBC is the owner of the subject sites and project.

Fort St. John is the chosen home of the Fort St. John Métis Society (FSJMS), who represent the interests of Métis people residing in the area where the subject property is located. FSJMS is a key project stakeholder.

1.3 Consultant

The Consultant firm is DAVID T FORTIN ARCHITECT (DTF - Métis Architect). The Consultant will be responsible for providing technical services and Métis-inspired design elements related to architectural drawings where required.

1.4 No Guarantee of Volume of Work

Métis Nation of British Columbia (MNBC) makes no guarantee of the value or volume of work to be assigned to the successful Bidder.

1.5 Sustainable Procurement

MNBC is committed to sustainable procurement, whereby both environmental considerations and socially responsible practices are incorporated into our policies and procedures and impact the products and services we procure. Areas considered include but are not limited to below and will be referenced in **Appendix A – Application Letter**.

Environmental Considerations

- a. Minimizing primary and secondary sources of pollution.
- b. Reducing the use of water and energy sources.
- c. Eliminating or reducing environmental health hazards.
- d. Supporting comprehensive recycling programs.
- e. Reducing materials sent to landfills.
- f. Increasing use and availability of environmentally preferable products.
- g. Conservation of natural resources

Socially Responsible Practices

- a. Social Enterprise: Providing opportunities to Indigenous persons and individuals with barriers to employment and Non-Profit entities
- b. Community Benefit: Consideration to small & medium businesses, local labour forces and suppliers with strong community involvement.
- c. Apprenticeship & Training: Consideration to suppliers with targeted recruitment and training programs, providing employment to new entrants.
- d. Innovation: Suppliers who have developed new, innovative and value-added methods/products.

1.6 Canada Free Trade Agreement

Bidders should note that procurements falling within the scope of Chapter 5 of the Canada Free Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the website at <https://www.cfta-alec.ca/canadian-free-trade-agreement/>.

2. Requirements

2.1 Description of Work

The work includes building envelope exterior renovations and as further set out in **Appendix E – Architectural Drawings**.

Métis Nation British Columbia (MNBC) is undertaking a building envelope renovation at Crosstown Apartments, located at 9304 99 Avenue, Fort St. John, BC. The work includes the removal and replacement of exterior components such as cladding, insulation, air/vapour barriers, windows, doors, flashing, and related assemblies to improve durability, energy performance, and weather resistance.

The building is an occupied 40-unit residential property. The Contractor will be required to carefully phase and coordinate the work to maintain safe, continuous occupancy and minimize disruption to tenants.

The successful Proponent will work closely with the Architect, DTF, and MNBC during the pre-construction phase to ensure the project is well planned, executed efficiently, and avoids delays. Demonstrated experience with occupied residential retrofit projects is preferred. **Preference will be given to Métis and/or Indigenous proponents, and to teams that include Indigenous participation.**

Upon request, MNBC may assist Bidders in identifying Métis and/or Indigenous-owned businesses and trades for potential participation in the Work.

MNBC has successfully obtained a Development Permit for this project. Currently, a Building Permit has been submitted to the City of Fort St. John (FSJ) and is under review.

The successful Proponent will act as the Prime Contractor and will be responsible for all labour, materials, equipment, and supervision necessary to complete the work.

General Scope

- Removal of existing exterior cladding systems
- Installation of new building envelope systems
- Coordination with MNBC and consultants

Exterior Envelope Upgrades

- Installation of EIFS (Exterior Insulation and Finish System)
- Installation of cedar shake cladding at designated areas
- Installation of air/moisture barrier systems
- Integration of flashing, expansion joints, and sealants

Windows & Doors (Tentative)

- Replacement with triple-glazed, low-E, argon-filled windows
- Replacement of patio and entrance doors
- Coordination of all penetrations and waterproofing
- Painting of existing doors & windows

Balconies & Architectural Features

- Cladding upgrades to balconies
- Concrete topping and insulation improvements where indicated

Other

- Guide site protection and safety measures
- Disposal of demolition materials
- Repair of any incidental damage
- Coordination with building tenants during construction (when applicable)

Compliance

All work **must** comply with:

- BC Building Code
- City of Fort St. John Building Bylaw
- Approved Development Permit and Building Permit drawings
- Project/Consultant specifications

2.2 Occupied Building and Tenant Coordination

Further to above, the project will be undertaken in an occupied residential building. MNBC acknowledges that construction activities in occupied conditions require additional coordination and may impact productivity.

MNBC will collaborate with the successful Bidder to establish a phasing and action plan prior to construction. MNBC will assist, where reasonably possible, with tenant communication and coordination of access.

Occupied Building Baseline Assumptions

- a. The building will remain occupied for the duration of the Work; the Contractor shall plan and sequence the Work accordingly and maintain safe egress at all times.
- b. **Working hours:** Work is expected to occur during the weekday hours. Weekend and statutory holiday work requires advance written approval from MNBC. The Contractor is responsible to coordinate any noisy, disruptive, or in-suite activities in a manner that minimizes tenant disruption.
- c. **Tenant communications:** MNBC will lead general tenant communications (project notices, general updates). The Contractor shall provide MNBC with look-ahead schedules and clear notice of upcoming access needs, outages, or disruptions, and shall coordinate day-to-day site activities and access logistics with MNBC's designated representative.
- d. **Suite/unit access and notice:** Unless otherwise directed by MNBC, the Contractor should assume a minimum of 24 hours' notice is required for access to occupied suites. Longer notice may be required in some circumstances and will be coordinated through MNBC.
- e. **Access frequency (baseline assumption):** For pricing purposes, Bidders should assume a reasonable number of suite entries per unit consistent with a typical window/door replacement and envelope tie-in (e.g., measurement/verification, installation, deficiency/warranty follow-up). Exact access counts cannot be guaranteed at tender stage and will depend on sequencing and field conditions.

- f. **Limitations on work areas:** Work areas within suites and common areas may be restricted to the immediate vicinity of the Work. The Contractor shall protect finishes, maintain cleanliness, and keep corridors/common areas clear and safe.
- g. **Material deviations:** Where actual access restrictions, notice periods, or occupancy constraints materially exceed the above baseline assumptions through no fault of the Contractor, MNBC will address resulting impacts in accordance with the Contract change process.

The Contractor shall include in its Bid reasonable allowances for the occupied-building requirements and baseline assumptions set out above. Unforeseen conditions or significant impacts beyond those reasonably anticipated may be addressed in accordance with the Contract provisions for changes in the Work.

2.3 Project Team

The successful Bidder's project team will include at a minimum the following individuals:

- Project Manager
- Site Supervisor

The Project Manager and Site Supervisor are expected to attend regular bi-weekly construction meetings. Attendance may be in person or virtual, as appropriate to the stage and needs of the project, and subject to MNBC approval. The Site Supervisor is expected to be on site daily.

Where appropriate, and subject to prior approval by MNBC, roles may be combined, provided the Bidder demonstrates that adequate supervision and project management will be maintained

Project Team members are to remain unchanged throughout the duration of the project, and a Project Team member should not be changed without written notification to MNBC. Notification must be issued to MNBC within five (5) calendar days prior to a change in the Project Team member.

Communication

The successful Bidder will submit a comprehensive communication plan outlining the communication flow to stakeholders by no later than fifteen (15) calendar days after the Project Award has been issued.

Identification of Employees and Subcontractors

All employees, representatives, and subcontractors of the successful Bidder must, at a minimum, be required to have an identifiable number on their hardhat, shirt or safety vest visible with the company logo always on the site. No employee, subcontractor or representative of the successful Bidder will be allowed to enter the property without proper identification. A list with the identifiable number and person's name is to be kept up to date in the site office.

Respect in the Workplace

The successful Bidder will be required to adhere to a workplace environment that is free from discrimination and harassment. Any violations may result in the immediate removal of employees, consultants, or subcontractors.

Conduct

- a. All personnel on the site are expected to show up fit for work and must not be impaired or under the influence of alcohol, drugs or other substances.
- b. Only properly trained and authorized personnel will operate tools, equipment and machinery.
- c. All unsafe acts and conditions must be reported to your supervisor or safety representative without delay.
- d. A worker who sustains any injury, no matter how slight, must report it to the first aid attendant or their supervisor immediately.
- e. All Personnel are expected to maintain good housekeeping in their areas of responsibility.
- f. Personnel will not engage in any improper activity that creates a hazard. This includes practical jokes, fighting, unnecessary running or similar conduct.
- g. Smoking is only permitted outdoors in designated smoking areas, or at a minimum 3 meters (10 feet) from any doorways, opening windows and air intakes, and where indicated. Care must be taken to properly extinguish and discard butts so as not to create a fire hazard.
- h. Personnel will not engage in behavior towards any individual that could cause injury or threatening behavior in which the individual could reasonably believe they are at risk of injury.
- i. Personnel will not conduct or communicate themselves to any individual in a way that the worker knew, or reasonably ought to have known, would cause an individual to be humiliated or intimidated.

If any person is found in violation of the above, MNBC and/or the Consultant may issue notice requiring corrective action, ban individual access to the site or terminate the Contract depending on the severity of the violation.

Site Security

The successful Bidder acknowledges that the project facilities could be subject to vandalism and unauthorized access. The successful Bidder will be responsible to protect and secure the site to minimize loss from damage, vandalism and unauthorized access. This will be the successful Bidder's responsibility from the beginning of mobilization to construction completion.

Phasing of Work

Depending on the project operational requirements, work may be phased to minimize the impact on the tenants. Phasing is subject to change during construction (depending on feedback from staff/tenants/MNBC) to accommodate the health/safety/comfort of the occupants. The successful Bidder will be required to work within the phasing requirements established for the project.

Access and Set-up

The successful Bidder is required to provide a safe, secure fenced area compound around any loading, off-loading or any operations that occur on the ground/public access location.

MNBC will identify areas that are not to be used for the storage of materials or debris. Any debris landing on grounds outside of the pre-approved construction zone must be removed immediately by the successful Bidder.

Scaffolding, where required, will be covered at the bottom 12 feet with plywood or similar material to minimize potential for unauthorized access and incidental access by the tenants and/or the public.

Construction barriers within units will be dust-tight, insulated, and kept clean and clear of debris/rough edges/nails.

Performance

The successful Contractor will be evaluated throughout the course of a project. Any evaluations will be shared with the respective Contractor, with the goal of immediate and permanent resolution where problems and concerns may have occurred. MNBC reserves the right to terminate the prequalification of a Contractor if it is deemed the remedies were not satisfactory. MNBC will conduct various reviews/assessments of all Contractors when projects have been awarded. The review/assessment may assess changes in staff, capabilities, capacity, resources, quality, tenant service, meeting monthly projections, scheduling commitments, excessive number of change orders, etc.

2.4 Change Order Procedure and Limitations

Change Directive and Change Order Process

All changes to the Work shall be administered in accordance with GC 6 of CCDC 2 and the following supplementary requirements:

- a. No change to the scope, schedule, or Contract Price shall be undertaken by the Contractor without prior written authorization from the Owner in the form of a Change Order or, in cases of urgency, a Change Directive issued by the Consultant.
- b. Prior to issuing a Change Order, the Contractor shall submit a written Change Order Proposal ("COP") within seven (7) calendar days of receipt of a written request from the Consultant or Owner. The COP shall include: a description of the change; an itemized breakdown of labour, material, equipment, and subcontractor costs using the Unit Rates set out in Appendix C – Unit Rate Form C1; the schedule impact, if any; and the Contractor's overhead and profit markup, not to exceed fifteen percent (15%) on net direct costs.
- c. The Consultant shall review and respond to a COP within ten (10) calendar days of receipt. If the parties cannot agree on the value or schedule impact, the Owner may issue a Change Directive, and the parties shall proceed with the work while the value is resolved under GC 8 of CCDC 2.
- d. All executed Change Orders shall be logged in a Change Order Register maintained by the Contractor and submitted with each monthly progress draw.

Change Order Limitations and Controls

The following limitations apply to the change order process:

- a. No individual Change Order shall increase the Contract Price by more than two percent (2%) of the original Stipulated Price without prior written approval from MNBC's authorized Senior Management representative.
- b. The cumulative value of all Change Orders shall not exceed ten percent (10%) of the original Stipulated Price without a formal written amendment to the Contract approved by MNBC's authorized Senior Management representative.
- c. Change Orders arising from errors, omissions, or failure to coordinate by the Contractor shall not result in an increase to the Contract Price or schedule.

- d. The Contractor shall have no entitlement to a change in the Contract Price or Contract Time for any work that a competent contractor, upon thorough review of the Contract Documents and site conditions prior to tender, should reasonably have anticipated.
- e. MNBC reserves the right to audit the Contractor's cost records supporting any Change Order claim. The Contractor shall retain all relevant records for a minimum of seven (7) years following Total Performance.

2.5 Detailed Construction Schedule and Cash Flow Forecast

Detailed Construction Schedule

In addition to the submission of a detailed construction schedule upon receipt of the notice of award, the successful bidder must also monitor performance of work and submit updated construction schedules on a monthly basis, with each application for payment, in accordance with section 3.5 of the CCDC2 contract. The updated construction schedule must clearly document changes to critical path and non-critical path items.

Cash Flow Forecast

In addition to the submission of a detailed construction schedule, the successful bidder must also submit an updated cash-flow forecast, on a monthly basis, with each application for payment, to convey revised anticipated monthly construction progress invoice costs/amounts to complete the Work. Invoices received must align with the amounts provided within the updated cash flow forecasts.

3. Bidder Instructions and Evaluation

3.1 General

Onus and responsibility rest solely with the Bidder to ensure the provision of its Bid is in accordance with the requirements of this ITT. MNBC does not accept any responsibility for submissions delivered to any other location by the Bidder or its delivery agents. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

3.2 Timetable

Bidders should submit their Bids according to the following timetable*

Issue Date of ITT:	May 8, 2026, 12:00 PM PT
Deadline for Questions:	May 15, 2026, 12:00 AM PT
Submission Deadline	May 22, 2026, 12:00 AM PT
Project Award Notice	July 2026
Construction	Project to start once the contract is signed

**The ITT timetable is tentative only and may be changed by MNBC at any time.*

3.3 Bid Submission

Electronic Submission

Bids must be submitted electronically through EUNA (Bonfire), which will link to BC Bid. Bids submitted in any other manner will be rejected.

Submission Time

Bids must be submitted on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected.

Amendment to Bids

Bidders may amend their Bids prior to the Submission Deadline by the same method as prescribed for submission of Bids. Any amendment should clearly indicate which part of the Bid the amendment is intended to replace.

Withdrawal of Bids

Bidders may withdraw their Bids prior to the Submission Deadline by the same method as prescribed for submission of Bids.

Bid Validity

Bids will be irrevocable for a period of sixty (60) calendar days starting from the moment that the Submission Deadline lapses.

3.4 Optional Site Visit

By Appointment Site Visit

Bidders and subcontractors may view the site by appointment by contacting the contact listed below. Note that a minimum 24-Hour notice must be given to tenants if an interior unit walkthrough is required, as there are no current vacancies.

- Contact Name: Simrit Kainth
- e-mail: housing@mNBC.ca and copy to skainth@mNBC.ca

By appointment, site visit requests must be made by May 14, 2026 @ 4:30 pm PT.

All questions and enquiries from the site visit must be submitted to the ITT Contact person via email prior to the date and time as per section 3.2 Timetable.

3.5 Bid Evaluation

Criteria	Possible Points
Stage 1: Proposal	

Appendix A – Application Letter	Y/N
Appendix B – Submission Form	Y/N
Appendix C – C1, C2, C3, C4	Y/N
Appendix D – Subcontractor List	Y/N
Appendix G – CCDC 11 Form	Y/N
<p>Relevant Project Experience</p> <p><i>Evaluation will consider:</i></p> <ul style="list-style-type: none"> -experience with occupied residential renovations -similar project size and complexity -performance on comparable projects 	15
<p>Project Team Qualifications</p> <p><i>Evaluation will consider:</i></p> <ul style="list-style-type: none"> -experience of Project Manager and Site Supervisor -team structure and capacity -past performance working together (if applicable) 	10
<p>Project Approach & Methodology</p> <p><i>Evaluation will consider:</i></p> <ul style="list-style-type: none"> -understanding of the scope -approach to phasing and tenant coordination -risk management and scheduling approach -quality control processes 	10
<p>Indigenous Participation & Community Benefits</p> <p><i>Evaluation will consider:</i></p> <ul style="list-style-type: none"> -Indigenous workforce participation -partnerships with Indigenous businesses -training, apprenticeship, or community initiatives 	10
Stage 2: Price	
Bid Price	55

<i>Lowest compliant bid price will receive full points, other bids will be scored proportionally</i>	
Total Points:	100

MNBC will conduct the evaluation of Bids in the following two (2) stages prior to the Award stage:

Stage I

Stage I will consist of an evaluation of the Bids mandatory requirements. Bids which do not comply with **all** the mandatory requirements as of the Submission Deadline will be disqualified and not evaluated further.

Stage II

Stage II will consist of an evaluation of the Bid Price submitted. Bids will be ranked based on total Bid Price for the Work as adjusted, if necessary, to account for arithmetical errors. Total Bid price will be evaluated in accordance with the formula below:

Item	Weighting
Stipulated Price	90%
C1 Unit Rates	10%
Total	100%

If applicable, when the unit price quoted for an item, when multiplied by the estimated quantities for that item, does not result in the total price quoted for that item, the Bidder will be bound to supply the item at the unit price quoted and MNBC will correct the multiplication error so that the total price quoted for that item equals the product of the unit price quoted and the estimated quantities.

Where alternatives are provided on the Alternate Price form(s), MNBC will undertake an economic analysis of the alternative prices and will decide as to which alternative, if any, it wishes to approve.

3.6 Fixed/Stipulated Price Restrictions

Stipulated Price as Basis of Contract

The Contract Price shall be the Stipulated Price submitted by the Contractor in Appendix B of the ITT, as accepted by MNBC at award. The Stipulated Price is inclusive of all labour, materials, equipment, subcontractor costs, overhead, profit, general conditions, permits (excluding the Building Permit, which has been applied for by MNBC), taxes (excluding GST), and all other costs necessary to complete the Work in accordance with the Contract Documents.

A detailed Bid Table with a breakdown of rolled-up numbers will ensure that proposed costs are not inflated and can be compared against sector service average rates and goods average price.

Price Certainty Provisions

- a. No price escalation for labour, materials, or equipment shall be permitted unless: (a) a specific material escalation allowance has been expressly included and documented in the Contractor's itemized price submission; or (b) a Force Majeure event as defined in GC 9.7 of CCDC 2 results in a delay exceeding sixty (60) consecutive calendar days.
- b. The Contractor assumes all risk of price fluctuation for materials and labour from the date of tender submission through to the date of Total Performance.
- c. The Contractor confirms that, prior to tendering, it reviewed all available market pricing, supply chain conditions, and logistical constraints specific to Fort St. John, including northern BC material transport premiums, local trade availability, and anticipated weather impacts on the construction schedule.
- d. Unit Rates submitted in Appendix C – Unit Rate Form C1 shall remain fixed for the duration of the Contract and shall be used as the basis for valuing any additions or deductions to the scope of Work.

3.7 Stage I – Mandatory Requirements

Submission Deadline

Bids must be submitted by the Submission Deadline.

Application Letter (Appendix A)

Each Bid will require a completed Application Letter (Appendix A) that addresses **all** topics listed.

Submission Form (Appendix B)

Each Bid must include the Submission Form (Appendix B) completed and signed by an authorized signatory of the Bidder. A Bidder who submits conditions, options, contingencies or variables in relation to the Bid Price, Rates, the deliverables or the Contract that are not expressly requested as part of the ITT, either as part of its Bid or after receiving notice of selection, may be disqualified.

Pricing Form(s) (Appendix C)

Each Bidder must include the form(s) set out at Appendix C with its Bid, completed according to the instructions contained in the form as well as those instructions set out below.

Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST, which should be itemized separately; and rates quoted by the Bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, and all costs of delivery to, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law;

Unit, Itemized, Alternative and Separate Price Forms (Appendix C1, C2, C3, C4)

Unit Prices: Bidders must submit unit prices for items listed in Appendix C1. Each line item for the unit rates must be complete, bidders who submit incomplete line items may be subject to their bid submission not being evaluated and deemed non-compliant.

Itemized Prices: Bidders must submit in Appendix C2 itemized prices requested. Itemized prices are prices requested to determine the amount included in the Bid Price for a specified portion of the Work. This is required for billing purposes and cost data records. Each line item for the itemized pricing rates must be complete, bidders who submit incomplete line items may be subject to their bid submission not being evaluated and deemed non-compliant.

Alternative Prices: Bidders must submit in Appendix C3 any alternative prices for products and materials in lieu of specified products and materials. The alternative price is to be added to or deleted from the Bid Price as requested.

Separate Prices: Bidders must submit in Appendix C4 any separate prices for products and materials that may be required or requested prior to or during construction. The separate price is to be added to the Bid Price as requested.

Subcontractor List (Appendix D)

Bidders must include a list of subcontractors that have included pricing as part of their bid in accordance with *Appendix D - Subcontractor List*.

Appendix G - CCDC 11 Form

Bidders must fill out this form and attach it to the application.

Items Required Upon Notification of Award

General

- a. Site Work Procedures and Mitigation Plans;
- b. Project Specific Site Safety and Security Plans;
- c. Project Specific Risk Management Plan and Mitigation;
- d. Project Specific Safe Work Procedures Plan;
- e. Project Specific Fire Safety Plan;
- f. Name of Site Supervisor and Project Manager who will be assigned to the project;
- g. Proof of WorkSafeBC Certification.

3.8 Insurance

The project will have Owner Controlled Insurance in Place (OCIP) and General Insurance coverages usual to business will be required by the successful bidder adding the Owner to the General Liability insurance policy as Additional Insured with 30 days of cancellation or material change of coverage.

Details for review under:

- CCDC2 2020 Stipulated Price Contract
- Appendix I - CCDC 2 - Supplementary Insurance Conditions

3.9 Subcontractor Evaluation, Award, and Indigenous/Metis Business Preference

Owner Participation in Subcontractor Selection

MNBC shall have an active role in the evaluation and approval of subcontractors on this project, consistent with MNBC's commitment to economic reconciliation and the engagement of Metis and Indigenous businesses:

- a. Prior to engaging any subcontractor whose individual subcontract value exceeds \$25,000, the Contractor shall provide MNBC with the proposed subcontractor's name, scope, and estimated value for MNBC's written approval.

- b. MNBC reserves the right to object to any proposed subcontractor based on: prior unsatisfactory performance on MNBC or Metis Nation projects; known conflict of interest; failure to meet insurance or WCB requirements; or failure to align with MNBC's Metis and Indigenous procurement priorities.
- c. MNBC shall respond to subcontractor approval requests within five (5) business days. Failure to respond within that period shall be deemed approval.
- d. The Contractor shall not replace an approved subcontractor without MNBC's prior written approval. The Contractor shall provide written notice to MNBC within three (3) calendar days of becoming aware of any proposed subcontractor substitution.

Metis and Indigenous Business Preference

MNBC's procurement practices reflect its mandate as the Metis government in British Columbia. The following obligations apply throughout the subcontracting and supplier selection process:

- a. The Contractor shall make documented best efforts to award subcontracts and supply agreements to Metis-owned businesses, Indigenous-owned businesses, and businesses with significant Indigenous employment, prior to approaching non-Indigenous businesses for equivalent work.
- b. "Best efforts" means, at a minimum: circulating subcontract opportunities to Metis and Indigenous businesses through networks identified by MNBC (including the Fort St. John Metis Society and MNBC's supplier lists, where available); providing those businesses with a reasonable opportunity to respond; and documenting the results of such outreach.
- c. Where a Metis or Indigenous business submits a competitive proposal that is within ten percent (10%) of the lowest compliant non-Indigenous proposal for the same scope, the Contractor shall give serious and documented consideration to awarding to the Metis or Indigenous business, taking into account factors including quality, capacity, and local community benefit.
- d. The Contractor shall report to MNBC on a monthly basis the dollar value of subcontracts and supply agreements awarded to: (a) Metis-owned businesses; (b) other Indigenous-owned businesses; and (c) non-Indigenous businesses. This reporting shall be submitted with each monthly progress payment application.
- e. Prior to the award of any subcontract valued at \$50,000 or more, the Contractor shall obtain MNBC's written confirmation that the subcontractor selection process satisfied the Indigenous preference requirements above.
- f. Nothing in this clause shall be construed to require the Contractor to award a subcontract to a business that is not capable of performing the work to the required standard, or whose price would materially compromise the viability of the project.

3.10 Criminal Records Review Act Check

All Suppliers, their employees, subcontractors/trades who are providing Deliverables or performing work on MNBC property are governed by the requirements of the BC Criminal Records Review Act (the "Act") and must pass a CRRRA check prior to working on projects that place them around children and/or vulnerable people.

For MNBC to ensure that suppliers, their employees, sub-contractors/trades who are performing work or providing Deliverables conform to the requirements of the Act, a CRRRA check must be performed.

BC Criminal Records Review Act states; “All individuals who work with children or vulnerable adults, or have unsupervised access to children or vulnerable adults in the ordinary course of their employment, or in the practice of an occupation, or during the course of an education program and who are employed by or licensed by, or receive regular ongoing operating funds from the provincial government are covered under the Criminal Records Review Act.”

All employees of the Selected Bidder, as well as any subcontractors and/or trades who will be performing work on the MNBC property must complete a Criminal Records Review Act (CRRA) check through the Ministry of Public Safety and Solicitor General (the Ministry) Criminal Records Review Program (CRRP). RCMP clearance or any other third-party clearance are not acceptable and will not be considered equivalent. Only those employees or subcontractors/trades who hold a valid Criminal Records Review Program check will be allowed to perform work under the contract.

Individuals residing in British Columbia who require a Criminal Records Review Program check must verify their identification via the BC Services App. Applications submitted by individuals residing in British Columbia who do not verify themselves via the BC Services App will not be processed.

Upon Contract execution, the preferred Bidder will have thirty (30) calendar days to submit the completed Criminal Records Review Act Clearance Form unless otherwise advised by the Contact Person

3.11 Subcontractors

The successful Bidder will be required to provide a written list identifying all major subcontractors and provide confirmation they have successfully executed each respective subcontract. Proof of contract may be requested for any long-lead items.

3.12 Schedule of Values

Upon notification of award, the successful Bidder must provide a construction cost breakdown in the form of a Schedule of Values acceptable to MNBC. The Schedule of Values will form the basis for the successful Bidder’s monthly Progress Claims.

3.13 Cash Flow Forecast

Together with the approved Schedule of Values and Construction Schedule, provide a cash-flow forecast to identify the anticipated monthly construction progress invoice costs/amounts to complete the Work.

Revise and resubmit the Cash Flow Forecast as required to comply with the Contract schedule. An updated cash flow must be submitted with each Application for Payment.

3.14 Site and Fire Safety Orientation and Safety Plan Requirements

The selected contractor shall be responsible for conducting Site and Fire Safety Orientation sessions for the building management, all contractor personnel, subconsultants, and any visitors to the site. These sessions must be scheduled prior to the commencement of work and as needed throughout the duration of the project.

A comprehensive Fire Safety Plans must be submitted in accordance with the City of Fort St. John Fire safety requirements.

Fire Watch

The selected Contractor is responsible for site safety while they are performing the work and Fire Watch may be required. If the selected contractor hires a security company to conduct fire watch, the security company will need to be trained in Fire Watch and may need to be certified for fire watch services.

3.15 As Built Drawings Requirements

The selected Contractor shall be responsible for updating the As-Built Drawings to accurately reflect all renovation work completed during the project. These updates must be completed in a timely manner and submitted to MNBC upon project completion. The updated drawings must include all modifications, additions, and deletions made to the original design and comply with applicable standards and documentation requirements.

3.16 WorkSafeBC Coverage and Requirements

WorkSafeBC Registration - Upon notification of award, the successful Bidder will be required to produce evidence satisfactory to MNBC that it is registered and in good standing with WorkSafeBC.

Notice of Project

The successful Bidder will be required to complete and submit a Notice of Project to WorkSafeBC and confirmation of such to be submitted to MNBC prior to commencement of construction.

3.17 Schedule of Work

The successful Bidder must submit a detailed schedule of work that clearly shows the start of the work and substantial completion date prior to commencement of the work.

An updated schedule must be submitted with each Application for Payment, identifying all changes from the previous schedule.

3.18 Shop Drawings

Upon Notice of Award, the successful Bidder must provide the full list of all shop drawings required for the project to MNBC.

Upon Notice to Proceed, the successful Bidder shall clearly identify each of the shop drawings that are on the construction schedule critical path within ten (10) calendar days to MNBC.

Upon Notice to Proceed, the successful Bidder shall prioritize all shop drawings that are on the critical path and ensure the shop drawings are submitted no later than thirty (30) calendar days for review/approval prior to other non-critical path shop drawings.

Upon Notice to Proceed, the successful Bidder shall submit all non-critical path shop drawings no later than thirty (30) calendar days after the submission of the critical path shop drawings.

The above timelines are generalized, and proponents should make note of any concerns in meeting them within their tender package, along with recommended timelines for this specific project.

Upon shop drawing approval by MNBC, the successful Bidder shall provide confirmation of the Purchase Order Number issued with the date of the Purchase Order issued for the approved product(s). The successful Bidder shall submit to the Contract Administrator on the vendor's letterhead confirming the vendor's committed delivery date of the approved product, and calendar date of product arrival on site.

3.19 Monthly Progress Payments

The successful Bidder must provide the following with each monthly progress draw.

- a. An updated baseline schedule with each monthly progress draw.
- b. An updated Criminal Record Checks (CRC) Declaration Form with the names of the personnel who have completed CRC Checks.
- c. Proof of confirmation that the approved Shop drawing products have been ordered

3.20 Project Specific Plans

The successful Bidder must submit project specific and detailed, site safety and security plans, risk management and risk mitigation plans, abatement plan and procedures, safe work procedures and a fire safety plan.

3.21 Supplier Performance Management

MNBC will assess the successful bidder's performance throughout the duration of the contract, via key performance indicators (KPIs). Indicative KPIs are provided at Appendix F of this ITT for informative purposes only and the Project specific KPI's will be provided at the startup construction meeting.

4. Terms and Conditions

4.1 General Information and Instructions

Bidders to Follow Instructions

Bidders should structure their Bids in accordance with the instructions in the ITT. Where information is requested in the ITT, any response made in a Bid should reference the applicable section numbers of the ITT where that request was made.

Bids in English

All Bids should be in English only.

MNBC Information in ITT Only an Estimate

MNBC and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in the ITT or issued by way of addenda. Any quantities shown or data contained in the ITT or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a Bid in response to the ITT.

Bidders Will Bear Their Own Costs

The Bidder will bear all costs associated with or incurred in the preparation and presentation of its Bid, including, if applicable, costs incurred for interviews or demonstrations.

Approval of Substitutions or Alternates

Bidders are responsible for examining the site prior to submitting a Bid to be familiar with all conditions at the site and make allowance for such conditions in the Bid. By submitting a Bid, a Bidder represents that it has examined the site or has specifically elected not to.

Claims for additional costs will not be considered with respect to existing conditions which could have been reasonably ascertained by an inspection of the site prior to the Bid closing date.

Approval of Substitutions or Alternates

Where the words "or approved substitution or alternates" are specified for a product, MNBC and/or the Consultant will consider substitute products to the named product or products.

Substitute products are defined as products that are functionally equivalent in material, size, thickness, colour, texture and overall quality to the specified products and are readily exchangeable for the specified product(s). Substitute products do not involve a change in price. Suppliers or manufacturers who consider that their product meets or exceeds the specified standards must submit a request for review and approval of the proposed substitute to MNBC through the ITT Contact person, prior to the Question deadline. Requests submitted via any other method will not be reviewed or responded to. The application

must refer to the product(s) currently specified by quoting the specification section and clause number to which the application applies.

Requests must include manufacturer's printed product data, warranty information, samples, colour range, specifications, a list of previous projects, references and whatever other information MNBC may reasonably request to make a proper assessment of the request.

Requests will be rejected without consideration for failure to provide sufficient information with the request.

Bidders electing to use acceptable substitutions listed in addenda in lieu of a specified product must obtain more accurate details, data, or information from the applicable supplier/manufacturer as required to ensure their Bids will include and reflect all costs associated for any adjustments, modifications or additions necessary to be made to other parts of the work to accommodate the substitution.

4.2 Communication after Issuance of the ITT

Bidders to Review the ITT

Bidders will promptly examine all the documents comprising the ITT, and must report any errors, omissions or ambiguities; and must direct questions or seek additional information in writing by email on or before the Bidder's Deadline for Questions to the MNBC Contact. All questions submitted by Bidders by email to the MNBC contact will be deemed to be received once the email has entered the MNBC contact email inbox. No such communications are to be directed to anyone other than the MNBC Contact. MNBC is under no obligation to provide additional information.

It is the responsibility of the Bidder to seek clarification from the MNBC Contact on any matter it considers to be unclear – in advance of the Submission Deadline. MNBC will not be responsible for any misunderstanding on the part of the Bidder concerning the ITT or its process.

All New Information to Bidders by Way of Addenda

The ITT may be amended only by an addendum in accordance with this section. If MNBC, for any reason, determines that it is necessary to provide additional information relating to ITT, such information will be communicated to all Bidders by addenda. Each addendum forms an integral part of the ITT.

Such addenda will contain important information, including significant changes to the ITT. It is the Bidders responsibility for obtaining all addenda issued by MNBC by checking BC Bid on a regular basis for any addenda. In the Submission Form (Appendix B), Bidders must confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

Post-Deadline Addenda and Extension of the Submission Deadline

MNBC may issue an addendum after the Deadline for Issuing Addenda. If MNBC issues any addendum after the Deadline for Issuing Addenda, it may extend the Submission Deadline for a minimum of seven (7) calendar days from the issuance of the Addendum.

Verify, Clarify and Supplement

When evaluating responses, MNBC may request further information from the Bidder or third parties to verify clarify or supplement the information provided in the Bidder's Bid. The response received by MNBC will form an integral part of that Bidder's Bid.

Rectification Period

If a Bid fails to satisfy all mandatory requirements, MNBC may issue the Bidder a rectification notice identifying the deficiencies and provide the Bidder three (3) business day to rectify the deficiencies. If the Bidder fails to satisfy all mandatory requirements within the rectification period, the Bid will be considered non-compliant and excluded from further consideration. The rectification period will begin at the time MNBC issues the rectification notice to the Bidder.

No Incorporation by Reference

The entire content of the Bidder's Bid should be submitted complete, and the content of websites or other external documents referred to in the Bidder's Bid will not be considered to form part of its Bid.

Bid to Be Retained by MNBC

MNBC will not return the Bid, or any accompanying documentation submitted by a Bidder.

ITT Incorporated into the Bid

All of provisions of this ITT are deemed to be accepted by each Bidder and incorporated into each Bidder's Bid.

4.3 Award and Execution of Contract

Selection of Bidder

Notice of selection by MNBC to the successful Bidder will be in writing. The successful Bidder will be sent a CCDC 2 contract from MNBC at the earliest opportunity for signature within fifteen (15) calendar days of notice of selection. This provision is solely to the benefit of MNBC and may be waived by MNBC at its sole discretion. The CCDC 2 agreement will form the basis of the Contract. The Contract Documents will include the ITT, all appendices, issued addenda, drawings and specifications, and the successful Bidder's submission. In the event of any conflict between documents, the order of precedence will be as defined in the CCDC 2 contract and any supplementary conditions.

Failure to Enter into Contract

In addition to all of MNBC other remedies, if a successful Bidder fails to execute the Contract or satisfy any other applicable conditions within fifteen (15) calendar days of notice of selection, MNBC may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Bidder and proceed with the selection of another Bidder.

Notification to Other Bidders

Once the Contract is executed between MNBC and a Bidder, the other Bidders may be notified directly in writing and will be notified by posting in the same manner that the ITT was originally posted of the outcome of the procurement process and the award of the Contract.

4.4 Prohibited Communications and Confidential Information

Prohibited Bidder Communications

The Bidder must not engage in any Conflict of Interest communications and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B). For the purposes of this Section, “Conflict of Interest” will have the meaning as described in the Submission Form (Appendix B).

Bidder Not to Communicate with Media or Post on Social Media

A Bidder will not at any time directly or indirectly communicate with the media or post on social media in relation to the ITT or any Contract awarded pursuant to the ITT without first obtaining the written permission of the MNBC Contact, as noted in section 1.1 of this ITT.

Confidential Information of MNBC

All information provided by or obtained from MNBC in any form in connection with the ITT either before or after the issuance of the ITT:

- a. Is the sole property of MNBC and must be treated as confidential.
- b. Is not to be used for any purpose other than replying to the ITT and the performance of any subsequent Contract.
- c. Must not be disclosed without prior written authorization from MNBC.
- d. Must be returned by the Bidders to MNBC immediately upon the request of MNBC.
- e. Confidential Information of the Bidder

A Bidder should identify any information in its Bid, or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by MNBC. The confidentiality of such information will be maintained by MNBC, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their Bids will, as necessary, be disclosed on a confidential basis, to MNBC’s advisers retained for evaluating or participating in the evaluation of their Bids. If a Bidder has any questions about the collection and use of personal information pursuant to the ITT, questions are to be submitted to the MNBC Contact.

Inappropriate Conduct

MNBC may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct will include but not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honour its pricing or other commitments made in a proposal or Bid; or (c) any other conduct, situation or circumstance, as solely determined by MNBC, which constitutes a Conflict of Interest. For the purposes of this Section, “Conflict of Interest” will have the meaning ascribed to it in the Submission Form (Appendix B).

MNBC evaluation may also consider the bidders past performance on previous contracts with governments/nonprofits on other local projects.

4.5 Reserved Rights, Limitation of Liability and Governing Law

MNBC Reserved Rights

MNBC reserves the right to:

- a. Make public the names and Total Bid Price of any or all Bidders.
- b. In the event a single Bid is received, MNBC may open the Bid privately. If the bid is in excess of the MNBCs budget, then MNBC may re-issue the ITT without revisions being made to the ITT and without disclosing the Bidder's name or Bid price.
- c. Enter into over-budget negotiations with the lowest compliant bidder or a single bidder, without cancellation of all Bids or consideration to other Bidders, and to require the Bidder to negotiate with subcontractors named in their Bid.
- d. Request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Bid provided it doesn't provide a Bidder with a competitive advantage.
- e. Waive irregularities in the Bids if, at MNBC's discretion, such irregularities are of a minor or technical nature and have not provided the Bidder with a competitive advantage.
- f. Verify with any Bidder any information set out in a Bid provided it does not provide the Bidder with a competitive advantage.
- g. Disqualify any Bidder whose Bid contains misrepresentations of the Bidder or any other inaccurate or misleading information.
- h. Disqualify any Bidder who has engaged in conduct prohibited by this ITT or conduct that compromises the competitive process.
- i. Make changes, including substantial changes, to this ITT provided that those changes are issued by way of addenda in the manner set out in this ITT.
- j. Reject any Bids that are deemed non-compliant.
- k. Cancel this ITT process at any stage.
- l. Cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables.
- m. Accept any Bid in whole or in part as set out in this ITT.
- n. Reject any or all Bids.

And these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances.

4.6 Limitation of Liability

By submitting a Bid, each Bidder agrees that:

- a. Neither MNBC nor any of its employees, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Bidding process including but not limited to costs of preparation of the Bid, loss of profits, loss of opportunity or for any other claim and;
- b. The Bidder waives any claim for any compensation of any kind whatsoever, including claims for cost of preparation of the Bid, loss of profit or loss of opportunity by reason of MNBC's decision to not accept the Bid submitted by the Bidder, to award a Contract to any other supplier or to cancel this Bidding process, and the Bidder will be deemed to have agreed to waive such right or claim.

Governing Law and Interpretation

This ITT will be governed by and construed in accordance with the laws of British Columbia and federal laws of Canada applicable therein.

5. Appendices

The following Appendices are incorporated into this ITT and are attached hereto:

- Appendix A – Application Letter
- Appendix B – Submission Form
- Appendix C – Unit Rate Form C1 [Unit Prices]
- Appendix C – Itemized Price Form C2 [Itemized Prices]
- Appendix C – Alternative Price Form C3 [Alternative Prices]
- Appendix C – Separate Price Form C4 [Separate Prices]
- Appendix D – Subcontractor List
- Appendix E – Architectural Drawings
- Appendix F – Performance Management – Indicative KPI's
- Appendix G - CCDC Form 11
- CCDC2 2020 Stipulated Price Contract
- Appendix I - CCDC 2 - Supplementary Insurance Conditions