



## **PART 1 - PROJECT**

1. The Project - Request for Tender for Village By The Station – 18 Bed Addition.

## **PART 2 - OWNER**

1. The Owner – Good Samaritan Canada
2. Project Manager – Rick Hessels, Manager- Procurement & Contracts Manager

## **PART 3 - CONSULTANT**

1. The Consultant  
  
Meiklejohn Architectural Design Studio Inc.  
104 – 259 Backstreet Boulevard  
Penticton, BC V2A 0G4  
Telephone (250) 492-3143  
Attn: Cal Meiklejohn, Architect AIBC, FRAIC, LEED™AP  
Email: cal@madstudio.ca

## **PART 4 - THE WORK**

1. The Work - The Owner requests Tenderers to submit offers to perform the total construction and related services required by the Tender Documents (the “Work”).

## **PART 5 - WORK SCHEDULE**

1. Start Date (mobilization) - The anticipated Start Date of the Work related to mobilization is on or before 5 December, 2022.
2. Start Date (construction) – The anticipated Start Date of the Work related to on site construction is 12 December, 2022.
3. Completion Date - Substantial Performance of the Work must be reached by 31 October 2023
4. Sequence of Work - Tenderers shall complete the general sequence of work section of the Tender Form and shall complete the Work in accordance thereby.

## **PART 6 - TENDER DOCUMENTS**

1. Contents - The Tender Documents consist of the following documents:
  - .1 Instructions to Tenderers identified in Section 2.0
  - .2 Tender Form identified in Section 4.0,
  - .3 Bid Bond to be supplied with response to tender (reference Section 1.0 Bonding Requirements),
  - .4 Performance Bond to be supplied with response to tender (reference Section 1.0 Bonding Requirements),



GOOD SAMARITAN VILLAGE BY THE STATION- 18 BED ADDITION  
SECTION 2.0

GOOD SAMARITAN CANADA  
PROJECT NO. ITT203-2022-006

INSTRUCTIONS TO BIDDERS  
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- .5 Labour and Material Payment Bond to be supplied with response to tender (reference Section 1.0 Bonding Requirements)
  - .6 Agreement between Owner and Contractor, Standard Construction Document – CCDC2 – 2020 (“Agreement”) elements of which are contained in the Articles of Agreement , Section 3.0
  - .7 Definitions and General Conditions, Standard Construction Document - CCDC 2 - 2020,
  - .8 Supplementary Conditions,
  - .9 Drawings as listed in the Drawing Index,
  - .10 Specifications as listed in the Specification Index
  - .11 Hazardous Materials Report from Peak Environmental
  - .12 Addenda,
  - .13 Post Tender Addenda or letters issued following any negotiations after Tender opening.
  - .14 Any change orders must include a detailed schedule of the work and any mark ups by the General Contractor.
2. Availability - Tender Documents are available in an electronic format (only).
  3. Duty to Verify - Upon receipt of the Tender Documents, Tenderers shall verify that the documents are complete and shall notify the Owner should a document be incomplete.

#### PART 7 - CLARIFICATION OF INFORMATION

1. Duty to Inform - The Tenderer shall inform itself of all aspects of the Work and the Owner shall not be liable for any claim at any time for reimbursement for any expense incurred by the Tenderer as a result of any misunderstanding with regard to the nature and conditions of the Work.
2. Clarification - By request in writing to the Project Manager- Rick Hessels- Manager Procurement & Contracts [rhessels@gss.org](mailto:rhessels@gss.org), the Tenderer shall obtain clarification from the Owner before submitting its Tender in the event that:
  - .1 any details necessary for a clear and comprehensive understanding of the nature, conditions and scope of the Work are omitted from the Tender Documents,
  - .2 any error or inconsistency appears in the Tender Documents, or
  - .3 the Tenderer notes facts or conditions which in any way conflict with the letter or intent of the Tender Documents.
3. Request - The Tenderer shall submit written requests for clarification to the Owner at least five (5) working days before the closing time of Tenders. Requests for clarification or notification of errors or omissions in the Tender Documents made to the Owner within five working days before the closing time will not be answered by the Owner unless the Owner is of the opinion that the request warrants special action. If the Owner determines that special action is necessary, then the Owner will contact by telephone or email all parties registered as having a copy of the Tender Documents with a prepared statement of the matter. The statement shall become an Addendum and shall be confirmed in writing as soon as possible and not later than by hand delivery at the time of submission of Tenders.
4. The Tenderer shall not contact or ask questions for any other source, unless so directed by Good Samaritan Procurement & Contracts. Information from any other source is not official and may be inaccurate. Violation of this condition may cause the Owner not to consider the Tenderer's submission.



#### **PART 8 - ADDENDA**

1. Changes - The Owner shall issue any change to the Tender Documents as a written Addendum to all parties registered as having a copy of the Tender Documents. Parties bidding will be responsible for obtaining any issued addenda from Alberta Purchasing Connection or GSS Website.
2. Address of Tenderer - All parties who receive a set of the Tender Documents shall provide the Owner with the Tenderer's address and telephone, and email. The Owner may communicate with the parties registered as having a copy of the Tender Documents by email.
3. Acknowledgment of Receipt - The Tenderer shall acknowledge in the Tender Form that it has received any and all Addenda and that its Tender has been prepared in accordance with them.

#### **PART 9 - VISIT TO PLACE OF THE WORK**

1. Tour of the Place of the Work - The Owner will arrange a site visit of the Place of the Work (a "Tour") before the closing time. Where the Owner arranges a Tour, then the Owner will notify all parties registered as having a copy of the Tender Documents of the date, time and details of the Tour. A Tenderer shall bear the sole responsibility for any misunderstanding with regard to the nature and conditions of the Work which may arise as a result of the Tenderer failing to attend the Tour.
2. Investigation of the Place of the Work - Where the Tenderer wishes to carry out an independent Site investigation, it shall give notice to the Owner and shall not commence the Investigation until authorized by the Owner.
3. Waiver - On taking part in a Tour or carrying out an Investigation, a Tenderer shall assume all risk of loss, damage, injury or death to the persons and property of itself, its representative, agents and employees from all causes during any Tour or Investigation.
4. Indemnity - In consideration of the opportunity to take part in a Tour or conduct an Investigation, the Tenderer shall assume the defense of, and indemnify and save harmless the Owner, its agents and employees from and against all claims, losses, costs, damages, suits, actions, proceedings or demands and any liability for them to any person or property arising out of a Tour or conducting an Investigation.
5. Date - A **mandatory** Tour of the place of the Work and Pre-Tender Meeting chaired by the Consultant, will be conducted on **14 November 2022 at 10:00 AM local time (PST) at 270 Hastings Ave, Penticton, BC.** Tenderers will be advised if there are to be any changes to this date. Responses from bidders who have not attended the mandatory Tour, those responses will be returned unopened.

#### **PART 10 - KNOWLEDGE OF WORK AND SITE CONDITIONS**

1. Owner Warranty - The Owner warrants and the Tenderer may rely on the information in the Tender Documents including the results of any investigations or tests relevant to the Work which results have been distributed to the Tenderer with the Tender Documents.



2. Obtaining Information - Before submitting its Tender, the Tenderer shall obtain and assumes sole responsibility to obtain all the following information that may be required for preparing a complete bid:
  - .1 the form and nature of the Place of the Work,
  - .2 the quantities, location and nature of the Work and Products necessary for performance of the Work,
  - .3 the means of access to the Place of the Work,
  - .4 the accommodation and facilities required to perform the Work,
  - .5 the current and planned use of the Place of the Work and buildings by the Owner, and
  - .6 relating to the risks, contingencies and other circumstances which may influence or affect both its understanding of the nature and scope of the Work and its Tender.
3. Deemed Inspection - Each Tenderer shall be deemed conclusively to have inspected and examined the Place of the Work and its surroundings, and to have satisfied itself of the matters referred to in Invitation to Tender 10.2 before submitting its Tender.
4. Waiver of Reliance - The Tenderer shall be deemed conclusively to have acted and relied upon its own findings, conclusions, interpretations, inferences, and other opinions in evaluating the risks, contingencies and other circumstances which may be encountered in performing the Work, and not to have acted and relied upon any conclusions, interpretations, inferences or opinions of the Owner, or its Consultants, contained or implied in the Tender Documents, or otherwise.

#### **PART 11 - BASIC TENDER, UNIT PRICES, SEPARATE PRICES AND ALTERNATE PRICES**

1. Basic Tender - A Tenderer shall submit a Tender which conforms strictly to the requirements of the Tender Documents (the "Basic Tender"). The Basic Tender shall include all cash allowances specified including those in Division One and the technical sections in the specifications and Addenda.
2. Unit Prices - The Tenderer shall include in its Tender, the unit prices listed in the Tender Form ("Unit Prices"). Unit Prices shall include such amounts as the Tenderer deems necessary to cover its overhead, profit and supervision costs and will be used to determine the value of a change to the Agreement Price, pursuant to Article GC 6.2.1 of the General Conditions of the Contract.
3. Separate Prices - The Tenderer shall include in its Tender separate prices for the items which are listed on the Tender Form ("Separate Prices"). Separate prices for contemplated additions and / or deletions from the Work shall not be included in the Basic Tender. At its sole discretion, the Owner may accept or reject any or all of the additions and deletions.
4. Alternates - In addition to the Basic Tender, the Owner or a Tenderer may indicate on the Tender Form an alternate or alternates to the Basic Tender which may be superior to or less costly than the Basic Tender ("Alternates"). The Tenderer shall include in its Tender, prices for Alternates which are listed on the Tender Form. The Owner may consider but is under no obligation to accept Alternates.
5. Description (including specifications)- Where the Tenderer submits an Alternate, it shall include the following information:
  - .1 a detailed description of the Alternates equivalent to that specified in the Tender



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- .2 Documents or required for the Basic Tender,
  - .3 Detailed Specifications for proposed Alternates
  - .4 The advantages of the Alternates,
  - .4 the effect on the price Tendered as the Basic Tender.
6. Requirements - All prices Tendered shall:
- .1 be firm,
  - .2 be in Canadian dollars,
  - .3 include all costs of performing all the Work described in the Tender Documents,
  - .4 exclude Goods and Services Sales Tax ("GST").

#### **PART 12 - IRREVOCABILITY OF TENDER**

1. Withdrawal before Closing - Tenderers may withdraw a Tender at any time prior to the closing time for Tenders.
2. Irrevocability after Closing - After the closing time for Tenders, Tenders shall be irrevocable and, except with the written consent of the Owner, shall not be withdrawn by the Tenderer for a period of Sixty (60) calendar days after the closing time of Tenders.

#### **PART 13 - PROPRIETARY NAMES**

1. Proprietary Names - Use of manufacturers' names or proprietary names in the Tender Documents is solely for the purpose of describing the article, indicating an acceptable standard of quality, or identifying required compatibility with other equipment.
2. Products - Tenderers who wish to substitute equivalent or superior products instead of specified products shall submit a request in writing to the Owner at least seven working days prior to the closing time of Tenders. Approval of substitute products will be made only by Addendum.

#### **PART 14 - INFORMATION ABOUT THE TENDERER**

List of Subcontractors - A Tenderer shall complete and submit as part of its Tender a list of the subcontractors whom the Tenderer proposes to use for completion of the Work

1. Requirement - After the opening of Tenders, the Owner may require the Tenderers to submit the following information prior to acceptance of a Tender to demonstrate a Tenderer's ability to comply with the requirements of the Tender Documents and perform the Work. The information shall be deemed part of the Tender Form and the information shall be true, accurate and complete. If the Tenderer is a joint venture or partnership, the following information shall be submitted for each participant:
  - .1 the Tenderer's name,
  - .2 whether the Tenderer is incorporated, a partnership or a proprietorship,
  - .3 if applicable, the date of the Tenderer's incorporation or the date of forming of partnership,
  - .4 the registered address and head office of the Tenderer within British Columbia,
  - .5 if the Tenderer is a subsidiary, the name of the parent company,



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- .6 financial information that the Owner reasonably deems necessary to establish the Tenderer's financial capability,
  - .7 a summary of all work of the Tenderer currently in progress, including the following details for each project, and if the Tenderer is a member of a joint venture on any of the projects in progress, then the answers shall reflect the Tenderer's degree of participation:
    1. the name, nature and location of the project and the name of the owner,
    2. the Tenderer's status on project,
    2. a description of work being carried out by Tenderer,
    4. the starting date,
    5. the estimated completion date,
    6. the estimated value of Tenderer's work when completed,
  - .8 the name, title and qualifications of the representative whom the Tenderer proposes to have on the Place of the Work in charge of the Work.

#### **PART 15 - SUBMISSION OF TENDERS**

1. Form - The Tenderer shall submit its Tender on the Tender Form contained in the Tender Documents. The Tenderer shall complete all blank spaces in the Tender Form. In its sole discretion, the Owner may accept or reject any Tender Form containing any errors or omissions or changes or qualifications. If information included by the Tenderer in the Tender Form is corrected, then the person signing the Tender must initial the correction. After the Closing Time of the Tenders, the Owner will not permit any corrections or revisions to any of the Tenders.
2. Tender Costs – The Tenderer has the sole responsibility for any costs associated with preparing its Tender in response to this Request for Tender.
3. Marked Envelope - The Tenderer shall enclose and seal its Tender in an envelope clearly marked with the Request for Tender number, the Tender title, the name and address of the Tenderer and addressed to:

Good Samaritan Canada  
8861 75 Street NW  
Edmonton, AB., T6C 4G8  
Attention: Procurement & Contracts Management

4. Changes - Prior to the Closing Time a Tenderer may amend its submitted Tender under the following conditions:
  - .1 a Tenderer must make all changes in writing. The Owner will not accept telephone messages. A Tenderer may make changes by email using the Project Managers email (rhessels@gss.org). A Tenderer who sends a change by email may confirm, prior to the Closing Time, by telephoning (780)431-3765 that the Project Manager has received the change. The Owner shall not be responsible for failure to receive or delay in receiving emails for any reason or cause.
  - .2 a Tenderer shall make any changes to the information provided on its Tender Form by adding to or deducting from the Tender prices or by changing dates or names of subcontractors or other information in the Tender Form. The Owner will not accept substituted prices. Changes subject





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to approval by the owner.

- .3 the Owner will not consider any changes arriving after the Closing Time.
- .4 where a Tenderer submits contradictory changes, the change which was received the later in time will govern.
5. Tender Closing Time - Tenderers shall deliver their Tenders **not later than 1400hrs local time (as displayed on the clock at the Reception Desk), 28, November , 2022** or such extended time as the Owner may advise (the "Closing Time"), and the Owner will not consider Tenders which are delivered after the Closing Time.
6. Extension - The Owner may extend the closing time for any reason and, in that event, shall advise by written addendum all parties registered as having a copy of the Tender Documents of the new closing time.
- .7 Private Opening - The Owner shall not open the Tenders publicly but will make the basic results of the Tender known within ten (10) days of the closing time .

#### **PART 16 - BONDING REQUIREMENTS**

1. Bid Bond - Each Tenderer shall submit with the Tender Form, a Bid Bond issued in favour of the Owner in the amount of 10% of the Basic Tender. Other forms of security are not acceptable.
2. Form of Bid Bond - A Bid Bond submitted with the Tender Form shall be as per Stipulated Price Bid Form, CCDC 220-2002 and shall remain in force for a period of 60 days or more after the closing time and shall be issued by a surety who is licensed to transact the business of a surety in British Columbia and who is approved by the Owner.
3. Return of Bid Bond - Bid Bonds will not be returned.
4. Performance Bond - At the time the Agreement is executed, the successful Tenderer shall deliver to the Owner a fully executed Performance Bond in an amount equal to 50% of the Contract Price.
5. Form of Performance Bond - The Performance Bond shall be in the Standard Construction Document form CCDC 221-2002, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour the Owner by a surety who is approved by the Owner and who is licensed to transact the business of a surety in British Columbia.
6. Labour and Material Payment Bond - At the time of the Agreement is executed, the successful Tenderer shall deliver to the Owner a fully executed Labour and Material Payment Bond in an amount equal to 50% of the Contract Price.
7. Form of Labour and Material Payment Bond - The Labour and Material Payment Bond shall be in the Standard Construction Document form CCDC 222, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour of the Owner by a surety who is approved by the Owner and who is licensed to transact the business of a surety in British Columbia.
8. Bonding of Subtrades – The general contractor is responsible to ensure all subcontractors are bonded to meet the requirements set forward above.

9. Cost of Bonds - The cost of the Performance Bond and the cost of the Labour and Material Payment Bond shall be included in the basic Tender.

## **PART 17 - EVALUATION AND REJECTION OF TENDERS**

1. Evaluation - In evaluating the Tender, the Owner will consider the Tender price. However, the Owner must be satisfied that the Tenderer meets the following criteria:
  - .1 the Tenderer's ability to complete the Work on or before the completion date, as set out in Section 5.1 of this document,
  - .2 the Tenderer's ability to effectively manage and perform the Work, and the Tenderer's ability to co-operate and work effectively with the Owner, its consultants and representatives,
  - .3 the Tenderer's understanding of the scope of the Work,
  - .4 the Tenderer's proposed Unit Prices, Alternates, and Separate Prices, if applicable,
  - .5 the Tenderer's ability to present cost saving opportunities which may be appropriate and acceptable to the Consultant and the Owner,
  - .6 the Tenderer's and its subcontractors' experience and competence in performing works similar to the Work,
  - .7 the technical ability of the Tenderer,
  - .8 the financial strength and capability of the Tenderer,
  - .9 the social and environmental responsibility of the Tenderer,
2. Calculation of Tender – The Owner intends to award the project to the bidder who submits the lowest compliant tender. If the lowest complied tender exceeds the Owner's budget, The Owner may use at its sole discretion a combination of the Basic Tender, Unit Prices, Separate Prices and Alternates to calculate a Tender price (the "Calculated Tender") and may accept a Tender on this basis.
3. Privity Clause - Notwithstanding any custom in the trade or industry, or any previous policy or practice, the Owner may not necessarily accept the lowest or any Tender. The Owner reserves the right to reject any or all Tenders, in its sole discretion, and to accept any Tender which the Owner considers advantageous, whether or not it is the lowest Tender.
4. Informal or Irregular Tenders - At its sole discretion, the Owner may accept or reject as informal or irregular any Tender which:
  - .1 is incomplete, conditional, contains qualifications or is obscure,
  - .2 fails to strictly conform with the substantive and procedural requirements of the Tender Documents, or
  - .3 contains alterations, erasures, omissions, or irregularities of any kind.
  - .4 are not submitted on the Tender Form.
5. Clarification – At its sole discretion, the Owner reserves the right to clarify any Tender after the closing date and time. Such clarification(s) will not be construed as correction, revision or negotiation.
6. Single Tender - If only one Tender is received, the Tenderer agrees that the Owner may reject the single Tender and that the Work may be retendered.

## **PART 18 - POST-TENDER NEGOTIATIONS**



1. Applicability - The Owner may negotiate changes with the qualified Tenderer with the lowest Calculated Tender including terms which are not set out in the Instructions to Tenderers in accordance with the following:
  - .1 negotiations shall commence with the qualified Tenderer with the lowest Calculated Tender and between it and its named subcontractors,
  - .2 if the negotiations do not produce a price acceptable to the Owner, the Owner may reject the Tender from the lowest calculated Tenderer and commence negotiations with the next lowest calculated Tenderer or the Owner may reject all Tenders and collapse the Tender,
  - .3 if the difference between the lowest Calculated Tender and the Project budget make negotiations impracticable, then all Tenders will be rejected, the Tenderers will be so notified, the Tender Documents may be revised in order that new Tenders may be called, or the tender for the project may be cancelled.
  - .4 the Owner retains the right to reject all Tenders, but shall not reject Tenders for the purpose of appointing either a Tenderer who did not submit a Tender in accordance with the Instructions to Tenderers or a Tenderer selected in advance, and
  - .5 the Owner exercising the right to reject one or more Tenderers shall provide to the rejected Tenderer if requested the reason for rejection.

#### **PART 19 - ACCEPTANCE OF TENDERS**

1. Acceptance of Tender - A Tender is deemed to be accepted by the Owner upon the receipt by the successful Tenderer of written notice of acceptance from the Owner. The contractor shall acknowledge receipt of the notice of acceptance by returning a signed copy.
2. The Contract - Within 15 days from the notice of acceptance of Tender, the successful Tenderer shall execute the Agreement and shall deliver the executed Agreement, the Performance Bond and Labour and Material Payment Bond, together with all other documents required by the Tender Documents to be delivered by the successful Tenderer.

#### **PART 20 - DEFAULT**

1. Default by the Successful Tenderer - If a Tenderer withdraws its Tender during the period of its irrevocability or if the successful Tenderer, upon the acceptance of its Tender, fails or refuses to execute and deliver the Agreement, the Performance Bond, the Labour and Material Payment Bond or any other documents as required by the Tender Documents, then at the sole discretion of the Owner, the successful Tenderer's Bid Bond shall be forfeited in accordance with its terms and paid to the Owner as liquidated damages and not as a penalty.

#### **PART 21 - CONFLICT OF INTEREST**

2. Conflict of Interest - The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with the Owner's best interests. This obligation shall apply to the activities of the employees and agents of the Contractor in their relations with the employees, and their families, of the Owner, vendors, subcontractors and third parties arising from the contract and accomplishing work thereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainments, payments, loans or other considerations.



**END OF SECTION 2.0**