

Invitation to Tender # 201812003

Brockville Siding Project

December - 2018

Form revision: September 2018



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PART "A"
INFORMATION AND INSTRUCTIONS TO TENDERERS

PART “A”
INFORMATION AND INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

VIA Rail Canada Inc. (“VIA”) operates Canada’s national passenger rail service on behalf of the Government of Canada. An independent Crown corporation established in 1977, VIA provides a safe, cost-effective and environmentally responsible service from coast to coast in both official languages. The corporation operates close to 514 train departures weekly on a 12,500 km network, connecting over 400 Canadian communities. With 2,899 employees at the end of the calendar year, VIA carried 4.39 million passengers in 2017.

2. SUBJECT MATTER

The scope of services and specifications are outlined in Part “B” – *Contract – Appendix “A” – Scope of Work and Specifications* hereto.

3. MANDATORY REQUIREMENTS

In order to be eligible to present a Tender, the Tenderer **must** meet all the mandatory requirements outlined in Part “C” – *Form of Tender – Document 3 – Mandatory Requirements*. A Tender that does not meet one of the mandatory requirements will be rejected.

4. CONFIRMATION OF INTENT TO TENDER AND OTHER RELATED FORMS

Please indicate your intent to submit or not to submit a Tender by completing the form entitled *Confirmation of Intent to Tender*. Where a site visit, pre-bid meeting or conference call have been identified in the Important Dates of the **Summary Document**, please indicate your intent to attend by submitting the *Confirmation of Mandatory Site Visit / Pre-Bid Meeting / Conference Call* form. Where a release of liability for suppliers is required for the site visit (or other), please also complete the form *Release of Liability for Suppliers*. All confirmation forms can be found in Part “C” – *Form of Tender* and, once completed, are to be scanned and e-mailed to the contact person, within the dates identified in the **Summary Document**.

5. DEFINITIONS

In this document, the following terms and expressions shall mean:

Contract:	The contract/purchase order that will be awarded pursuant to this Invitation to Tender and that will contain the applicable terms and conditions, including, without limitation, those included in Part “B”.
Goods:	The goods required to be delivered as defined by the Contract.
Services:	The services intended and required to be rendered as defined in the Contract.
Invitation to Tender:	All of the documents remitted to the Tenderers by VIA prior to the closing date and time.
Supplier:	The Tenderer to whom a Contract is awarded.
Sub-contractors:	Person to whom the Supplier entrusts part of the execution of the Contract.
Tenderer:	Person that submits a Tender to VIA.
Tender:	All of the documents presented by the Tenderer prior to the closing date and time.

6. DOCUMENT DISTRIBUTION

If this Invitation to Tender has been published on MERX, all tender documents and any addenda shall be available through MERX Distribution. Any Tender received from any individual or company that does not appear on the official MERX Document Request List (i.e. who has not downloaded the documents themselves or through MERX Distribution) or who has not received a copy of the Invitation to Tender by **VIA** through invitation may not be considered by **VIA**.

7. IMPORTANT INFORMATION

It is the Tenderer's responsibility to verify all documents contained in this Invitation to Tender and to collect all the information that might be needed to prepare the Tender. Should the Tenderer find discrepancies in or omissions from the Invitation to Tender, or should it be in doubt as to their meaning, the Tenderer must immediately make a request for information in accordance with the provisions of this Article 7.

The terms and conditions applicable for the term of the Contract or Purchase Order are those contained in, but not limited to, Part "B" – *Contract and Appendices*. Policies and Guidelines as referenced in Part "B" are available at <http://www.viarail.ca/en/about-via-rail/buying-and-selling/policies-and-guidelines> and by this reference shall form an integral part of this Invitation to Tender as fully and effectively as if the same were set forth herein at length. If you do not have access to the Internet, please contact the contact person indicated in the **Summary Document**.

Requests for information may be submitted by prospective Tenderers only and not by prospective Sub-contractor(s) or any other party. All requests for information must be made **in writing** and directed by email to the contact person indicated in the **Summary Document**.

All requests for information must be made in a timeframe so as to allow **VIA** a reasonable response time to address each request before the closing date and time. It is to be noted that all requests for additional information must be received by **VIA** no later than the date indicated in the **Summary Document – Important Dates**. **VIA** will not respond to any request after said date.

All modifications to the contents of the Invitation to Tender documents and all additional instructions that could be transmitted to a Tenderer shall be issued in the form of an addendum. This addendum shall be considered an integral part of the present Invitation to Tender document. A copy of the addendum shall be transmitted to each Tenderer that is already in possession of a copy of this Invitation to Tender document. The Tenderer must list all the addenda received in the space provided to that effect in Part "C" – *Form of Tender - Document 1 – Letter of Undertaking*.

No communication shall be construed as binding to **VIA**, unless such communication has been confirmed by an addendum distributed to all persons in possession of a copy of the Invitation to Tender.

No Tenderer will be allowed, after the time of closing, to invoke a lack of information to excuse the non-conformance or lack of precision of its Tender with regards to the requirements of the Invitation to Tender.

The French version of the documents is available upon request. *La version française des documents est disponible sur demande.*

8. PREPARATION OF THE TENDER

VIA shall make no payment for the preparation and submission of Tenders. The costs of all activities associated with this Invitation to Tender, including, without limitation, cost of travel, document preparation, meetings with VIA or other entities, are the sole responsibilities of the Tenderers.

The Tender must be submitted on VIA's official Form of Tender using the forms provided in Part "C" – *Form of Tender* or any photocopy thereof and in print format. Any deletion or correction to the Tender must be initialed. **No electronic documents will be available to the Tenderer in a format other than the documents available.**

In order to facilitate the preparation of the Tenders, VIA will make available Part "C" – *Form of Tender* in Word format. The Tenderer **must** make **no** modifications to the text contained in the Form of Tender **and any modifications made to the text in question will cause the rejection of its Tender**. All answers will be presumed to be given to the questions as formulated in the Form of Tender.

Tenderer is required to complete Part "C" – *Form of Tender* in its entirety in order to be considered as having submitted a complete Tender.

9. SIGNATURE OF THE TENDER

The Tender must be signed by the Tenderer or by a duly authorized representative in Part "C" – *Form of Tender* – Document 1 – *Letter of Undertaking* failing which the Tender shall not be considered.

10. SUBMISSION OF TENDER

Tenders are to be submitted in quantities requested in the **Summary Document**.

The Tenderer is the only person responsible for the due delivery of its Tender.

i. Accepted electronic versions are:

- a) those uploaded directly on Merx
- b) USB keys, clearly labelled with Tenderer's name

For both types of electronic versions, they must contain a version in (.pdf) format and an unlocked version of the price sheet in file format provided by VIA (ex: Excel or Word).

ii. Printed copies:

Printed copies **with** the financial submission included are to be **clearly identified**.

The Tenderer must affix its name, address and telephone number on the package containing the printed copies or USB keys in the upper left corner, along with the Invitation to Tender Number and Title clearly indicated, and send it to the contact person identified in the **Summary Document**.

Tenders may be submitted in either of Canada's official languages. *Les Soumissions peuvent être présentées dans l'une ou l'autre des langues officielles du Canada.*

11. MODIFICATION OR WITHDRAWAL OF THE TENDER

The Tender can, subject to the conditions below, be withdrawn or modified by e-mail, letter or fax received by VIA at least one (1) hour prior to the closing date and time.

The withdrawal of a Tender does not preclude a Tenderer from submitting another Tender, within the prescribed delay.

12. CLOSING OF THE INVITATION TO TENDER

The date and time of closing of this Invitation to Tender must be respected. **VIA** may not consider any Tender received after the Closing Date and Time specified in the **Summary Document**.

13. ACCURACY OF INFORMATION PROVIDED

The Tenderers must note that **VIA** endeavors to provide the most accurate information in order to assist the Tenderer in the preparation of their Tender. However, **VIA** disclaims all liabilities and shall not be held responsible for expenses, losses or damages resulting from inaccuracies in such information.

14. OPENING, EVALUATION AND SELECTION

There will be no public opening of the Tenders.

VIA reserves the right to reject any Tender, notably incomplete Tenders, Tenders unaccompanied by the required documents, Tenders containing false information, Tenders not in conformity with the provisions of this Invitation to Tender document or, to the addenda, if any, even if this sanction is not specifically outlined in the clauses enumerating the obligations that Tenderers must respect.

The Tenderer represents and warrants that, in the last ten (10) years, neither the Tenderer nor any of the Tenderer's affiliates have not been convicted of an offence or received a conditional or an absolute discharge under any provisions applicable in Canada related to integrity, fraud, corruption, bribery, collusion, bid-rigging or other ethical matters. If the Tenderer is unable to make such representation and warranty, the Tenderer is to provide **VIA** with a description of the offence for which the Tenderer has been convicted or received a conditional or an absolute discharge.

In addition, **VIA** reserves the right to reject any Tenders from a Tenderer which has already been in breach of a contract with **VIA** or part of a dispute or a litigation with **VIA** or which has a poor reputation, notably in ethical matters or because the Tenderer was convicted or received a conditional or an absolute discharge for a law violation. For example, **VIA** reserves the right to reject a Tender from a Tenderer which has not been able to obtain an authorization to enter into public contracts and subcontracts from a federal or provincial authority entitled to issue such authorizations to Tenderers.

VIA may exercise its right not to accept any Tenders bearing contractual conditions.

VIA has the right, as it may determine in its sole and absolute discretion, to, at any time and for any reason or for no reason and without explanation:

- a) reject any or all Tenders;
- b) accept any Tender;
- c) elect not to proceed with the Project at all;
- d) alter the Schedule, design process or procedures or objective of the ITT process or the Project or any other aspect of this ITT; or
- e) call for new or additional Tenders.

VIA is under no obligation to justify its decision to accept, reject or refuse a Tender or to award a contract as a result of this tendering process and this decision is final. Tenderers acknowledge and accept that they will not be entitled to contest **VIA**'s decision to accept, reject or refuse any Tender, nor claim any compensation or indemnity related thereto or related to the ITT process.

Notwithstanding any other terms and conditions of this ITT, all costs and expenses incurred by the Tenderer relating to the preparation or presentation of the Tender (including all costs incurred in connection with in-person interviews

required under this ITT) or in any way related to this ITT will be borne by the Tenderer. **VIA** is not liable to pay any of such costs and expenses or to reimburse or to compensate the Tenderer therefore under any circumstances.

VIA reserves the right to accept the Tender in whole or in part.

VIA is under no obligation to accept the lowest or any Tender.

VIA reserves the right to enter into negotiations with the Tenderer.

VIA assumes no obligation of any nature towards Tenderers.

VIA reserves the right to withdraw this Invitation to Tender.

VIA will take into consideration all the information provided in Part “C” – *Form of Tender* during the evaluation process. The evaluation of the Tenders received will be based, without being restricted to, on the following criteria: Compliance to mandatory requirements, qualitative proposal and financial proposal.

For more complex Tenders requiring additional steps in the evaluation process, **VIA** will provide further instructions to those Tenderers that are shortlisted for the next phase. These additional steps may include but are not limited to, site visits, presentations, demonstrations, etc.

VIA reserves the right to award the contract to the Tenderer which, in **VIA**'s opinion, provides the best value to **VIA**.

15. DISQUALIFICATION CRITERIA

VIA may at any time, at its sole discretion, disqualify a Tenderer, and reject its Tender if, in **VIA**'s opinion (as applicable), the Tenderer:

- a) is in arrears on an existing **VIA** contract or has defaulted on a previous **VIA** contract;
- b) lacks financial stability;
- c) has failed to adhere to one or more of the provisions established in this ITT;
- d) has failed to submit its Tender in the format specified herein or unaccompanied by the required documents;
- e) has failed to submit the Tender on or before the deadline established herein;
- f) has failed to adhere to generally accepted ethical and professional principles during the ITT process;
- g) has failed to reach agreement on the Contract;
- h) has been part of a dispute or a litigation with **VIA**;
- i) has made any false statement to **VIA** hereunder;
- j) has a poor reputation, notably in ethical matters;
- k) has been convicted or received a conditional or an absolute discharge for a law violation;
- l) has not been able to obtain an authorization to enter into public contracts and subcontracts from a federal or provincial authority entitled to issue such authorizations to Tenderers;
- m) any other reason as **VIA** may in its sole discretion decide;
- n) neither Tenderers nor Tenderer team Members nor any of their respective advisors, employees or representatives shall contact or attempt to contact, either directly or indirectly, at any time during the ITT process, any of the following persons or organizations on matters related to the ITT process, the ITT documents, or the Tenders:
 - any member of the evaluation committee;
 - any Advisor to **VIA** or the evaluation committee;
 - any employee or representative of **VIA**, including for clarity its executives and officers;
 - any member of the Board of Directors of **VIA**;

- any employee, representative, corporation or agency of the Government of Canada including any Ministry or Minister or the Prime Minister of Canada and including, for clarity, Transport Canada.

For **VIA** clarity, **VIA** is not obliged to take the actions set out in this Section.

16. CONFIDENTIALITY OF INFORMATION

All information contained in this ITT, including all attachments, as well as all other information provided to the Tenderer during this Invitation to Tender process is confidential and all Tenderers are to treat it as such, and to use it strictly for the sole purpose of preparing a Tender, and to restrict access to it within its firm to only those individuals who have to see it in order to prepare a Tender.

By disclosing the information in the ITT documents or during this Invitation to Tender process, **VIA** is not waiving any of its rights to protect any of its trade secrets and other proprietary information.

In the event that the Tenderer provides financial statements in its Tender, **VIA** will undertake the following:

- to keep the financial statements secret and not disclose it directly or indirectly;
- not to disclose, communicate, transmit, exploit, or otherwise use the financial statements for its own purpose or for anyone else, in whole or in part, except within the framework and purpose of an evaluation process;
- to limit the distribution of the financial statements to the individuals implicated in an evaluation process.

Every Tender will be treated as a confidential document, subject to the provisions of the *Access to information Act*, RSC (1985), c. A-1 and the *Privacy Act*, RSC (1985), c. P-21.

17. CONFLICT OF INTEREST

The Tenderer must, in its Tender, disclose to **VIA** any actual or potential conflict of interest. If such a conflict of interest does exist, **VIA** may, at its discretion, refuse to consider the Tender.

18. ANTI-COLLUSION

The Tenderer shall not communicate to any person other than **VIA** the amount of any Tender, adjust the amount of any Tender by arrangement with any other person, make any arrangement with any other person about whether or not he/she or that other person should or should not tender, or otherwise collude with any other person in any manner whatsoever in the tendering process. Any breach of or non-compliance with this clause by the Tenderer shall, without affecting the Tenderer's liability for such breach or non-compliance, invalidate its Tender.

19. VALIDITY OF TENDERS

Tenders are irrevocable and shall remain open for acceptance (at address of submission of Tender), for the number of days detailed in the **Summary Document** from the closing date of the Tender.

20. CONTRACT AWARD

VIA has no obligation to award a contract. In order to mitigate its risks, **VIA** may, at its sole discretion, decide whether to award the Contract to one or more of the contractors, to award only a portion of the work, to group some work to improve efficiency and to award separate contracts.

PART "B"
CONTRACT* AND APPENDICES

* Note: The Contract is attached as a separate document
Tenderer is not required to fill this out for the purposes of this Invitation to Tender.

PART "B"
APPENDIX "A": SCOPE OF WORK AND SPECIFICATIONS

The following parts are issued as a separate document which by reference becomes an integral part of this invitation to tender and subsequent contract. Here is the list of the documents:

- **Part 1 – 201812003 Scope of Work and Special Provisions**
- **Part 2 - 201812003 Technical Specifications**
- **Part 3 - 201812003 Drawings**
- **Part 4 - 201812003 Bill of material for S&C**
- **Part 5 - 201812003 Reference Documents**

PART "C"
FORM OF TENDER*

* Note: Tenderer is required to complete this Part "C" in its entirety in order to be considered as having submitted a complete Tender.

TENDERER'S INITIALS



Confirmation of Mandatory Site Visit

Invitation to Tender # 201812003	Event Detail
Invitation to Tender Title	Brockville Siding Project
Contact Person	Marc James
Contact Info	3 Place Ville-Marie, Suite 500, Montreal, Qc H3B 2C9 T: (514) 871-6000 soumissions_tenders@viarail.ca
Date and Time (Time Zone)	Date: 10-Jan-19 Time: 11:30 (Eastern)
Location and Additional Details	Parking lot at 25 Front Ave. W in the Town of Brockville

We hereby acknowledge receipt of this Invitation to Tender and confirm the following:

- We will be present* at the **Event** detailed above and while on the Railway property, will be required to wear safety hats, safety glasses, reflective apparel (safety vest) and safety boots in accordance with the Railway’s regulations as stated in “Safety Guidelines for Contractors.” The potential Tenderers must be present for the Safety Briefing prior to entering the VIA Right-of-Way.

Please provide us with their names and titles in the space below.

Name and title	James Dineen, Senior Estimator Alex Secord, Assistant Project Manager
Name and title	Mike Dillabough, Superintendent

- We will **not** be present.

COMPANY NAME	Louis W. Bray Construction Limited
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	James Dineen, Senior Estimator
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
TELEPHONE NUMBER	613-938-6711
FAX NUMBER	613-938-0459
E-MAIL ADDRESS	admin@lwbray.com
DATE	January 7, 2018

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Confirmation of Intent to Tender

Invitation to Tender # 201812003	
Invitation to Tender Title	Brockville Siding Project
Contact Person	Marc James
Contact Info	3 Place Ville-Marie, Suite 500, Montreal, Qc H3B 2C9 T: (514) 871-6000 soumissions_tenders@viarail.ca

We hereby acknowledge receipt of this Invitation to Tender and confirm the following:

- We will submit a Tender
- We will **not** submit a Tender

If not, please explain why:

COMPANY NAME	
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	
DATE	

TENDERER'S INITIALS

**PART "C": FORM OF TENDER
DOCUMENT 1 - LETTER OF UNDERTAKING**

The Tenderer hereby declares having carefully examined this Invitation to Tender and hereby undertakes to respect each and every one of the clauses stipulated therein. The Tenderer acknowledges and accepts that, following the awarding of the contract, said clauses shall constitute the terms and conditions of the contract between VIA Rail Canada Inc. and the Tenderer.

The Tenderer expressly acknowledges all the stipulations, terms and conditions of the following policies and guidelines available at <http://www.viarail.ca/en/about-via-rail/buying-and-selling/policies-and-guidelines> and by this reference shall form an integral part of this Invitation to Tender as fully and effectively as if the same were set forth herein at length:

- VIA Rail’s Code of Ethics
- Policy for Preventing the Solicitation and Acceptance of Privileges and Gifts
- Alcohol and Drug Policy
- Contractors Safety Guidelines
- Environmental Guidelines
- Program for the Safe Usage of Electronic Devices
- Red Tag Permit
- Hot Work Permit
- Safety Policy

The Tenderer hereby acknowledges that the following Addenda, that are an integral part of the Invitation to Tender, have been received and taken into consideration when preparing their Tender:

Addendum #		Dated:	
Addendum #		Dated:	
Addendum #		Dated:	

COMPANY NAME	
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
TELEPHONE NUMBER	
E-MAIL ADDRESS	
DATE	

TENDERER'S INITIALS



PART "C": FORM OF TENDER
DOCUMENT 2 - GENERAL INFORMATION

The Tenderer must complete this document and submit it as part of his Tender.

Name <i>Please indicate the complete legal name of the firm</i>	
Tax registration # (HST)	
Tax registration # (GST)	
Tax registration # (PST)	
Dunn & Bradstreet #	
Address	
Telephone # Fax #	Website address
Please indicate any other name(s) under which the firm operates <i>(if applicable)</i>	

Owner Partnership Corporation

Relationship *(if applicable)*

Parent Company	
Subsidiaries	
Affiliates	

Has your firm been involved in an amalgamation or acquisition? *(if so, please provide details)*

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TENDERER'S INITIALS

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Location (city) of Headquarters and other offices

Headquarters	
Other offices	
Description of principal office in Canada (location, number of employees, services offered, etc.)	

Main Contact Person (for the purposes of this Tender)

Name		
Title		
Telephone #		Fax #
E-mail address		

TENDERER'S INITIALS



Sub-Contractors

The Tenderer must indicate all sub-contractors he intends to use for specific services as described in this Invitation to Tender.

Important: This table must exclude self-employed workers and consultants covered under the definition of the term "Resource(s)" (refer to Part B, Appendix A "Scope of Work and Specifications").

The successful Tenderer shall not add, remove or change subcontractors without obtaining **VIA's** prior written approval.

	Sub-Contractor 1	Sub-Contractor 2	Sub-Contractor 3
Service description			
Contract value (%)	%	%	%
Name of Sub-Contractor			
Phone number			
Contact name			
Contact title			
Location (city)			
Number of years used as a Sub-Contractor			
Number of years of experience in the industry			

How many years of experience does your company have in the provision of goods or services tendered herein ?

Total number of employees ?

Total number of employees in Ontario ?

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**PART "C": FORM OF TENDER
DOCUMENT 3 – MANDATORY REQUIREMENTS**

IMPORTANT: In order to be eligible to present a Tender, as stated in Part "A" - *Information and Instructions to Tenderers*, Article 3 - *Mandatory Requirements*, the Tenderer **must** meet all mandatory requirements. If the Tenderer is unable to meet any of these mandatory requirements listed below, the Tender may be automatically rejected. Please provide any evidence of conforming to the requirements listed below.

Mandatory Requirement	Detail	Proof of Requirement
1) Insurance	Tenderer has the following minimal insurance coverage: <ul style="list-style-type: none"> a) General Liability Insurance of \$5,000,000 per occurrence; b) Automobile Liability Insurance of \$5,000,000; c) All Risks insurance policy. 	Tenderer to provide proof of insurance or a letter issued in favour of VIA dated and signed by an authorized representative of its insurance company stating that if the Tender is successful, insurance policies in accordance with the contract will be issued following contract award.
2) Site Visit	Be present at the mandatory site visit	Tenderer must sign the site register
3) Letter of Credit and a 10% Bid Bond Or Bond Requirement as percentage of Contract Prices: <ul style="list-style-type: none"> a) Bid Bond 10% b) Performance Bond – 50% c) Labour & Material Payment Bond – 50% 		Provide a letter signed by an authorized representative of a recognized financial institution, stating that if the Tendered is awarded the contract they will issue a letter of credit for an amount equivalent to 50% of the value of the initial yearly contract fee and each subsequent contract year. A Bid Bond issued in favour or VIA dated and signed by an authorized representative of the Surety Or (a) Bid Bond issued in favour or VIA dated and signed by an authorized representative of the Surety (b)& (c) Tenderer to provide VIA with a letter issued in favour or VIA dated and signed by an authorized representative of the Surety stating that if the Tender is successful, insurance policies in

TENDERER'S INITIALS

		accordance with the contract will be issued following contract award.
4) Experience	Tenderer must have a minimum of ten (10) years of experience in railway construction or maintenance.	Yes or No.
5) Project Manager and Lead Foreman Experience	Project manager must have a minimum of ten (10) years of experience in railway project management. Lead Foreman must have a minimum of fifteen (15) years of experience in the railway industry.	Yes or No.
6) Timeline	All works described in Part B, Appendix A must be completed no later than March 31, 2020.	Yes or No.
7) WSIB	Tenderer to provide WSIB certificate	Provide in appendix

TENDERER'S INITIALS

**PART "C": FORM OF TENDER
DOCUMENT 4 – REFERENCES**

The Tenderer must supply here the reference information of three (3) customers for which he has provided similar undertakings and services and that **VIA** can contact for references.

VIA is not to be listed as a reference.

Reference #1

Company name		
Location		
Description of services provided		
Start and end dates		
Value of the contract		
Contact person name		Title
Phone	Fax	E-mail

Reference #2

Company name		
Location		
Description of services provided		
Start and end dates		
Value of the contract		
Contact person name		Title
Phone	Fax	E-mail

TENDERER'S INITIALS

Reference #3

Company name		
Location		
Description of services provided		
Start and end dates		
Value of the contract		
Contact person name		Title
Phone	Fax	E-mail

Please confirm whether you have been a supplier of **VIA** in the past. Yes No

In the affirmative, please describe below, in what capacity:

TENDERER'S INITIALS



**PART "C": FORM OF TENDER
DOCUMENT 5 – QUALITATIVE TENDER**

Tenderer is to respond to the following requirements by either inserting their response directly below the requirement or in a separate document presented with a table of contents in accordance with the following order and numbering.

1. Describe the steps for the proposed methodology for the execution of the work covering the civil, structure, track and signal work. The answer must be no more than five (5) pages.
 - The Tenderer will provide a detailed explanation of all work methodologies to be employed during the course of Work.
 - The Tenderer must also submit a detailed methodology of Quality Control indicating where the Quality Control work fits into the overall progress of Work. In order to avoid exhaustive Quality Control upon completion of the Work, the Quality Control program shall take place at regular intervals throughout the Work.

2. Provide preliminary project schedule addressing the key activities in Microsoft Project bar chart format related to site operations covering all work to be performed, the procurement and delivery of critical components, flagging, mobilization, any key interface/decision points, average number of person/hours, critical path and equipment to perform the work and the numbers of days in field from the first day of mobilization to the last day of final cleanup.

3. Provide the list of all the equipment that will be used for this mandate:

Equipment Description	Model #	Quantity	Year

4. Provide the number of workers assigned to VIA’s project as well as their trades, the years of experience in performing the type of work contemplated therein and specify if the worker is in-house or with a sub-contractor. The following table must be filled out.

Employee Name	Trade	Number of years of experience in trade or skill	Number of years of experience in railway

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- 5. Provide an organizational chart specifically for the project including the names and titles of the resources and sub-contractor if necessary
- 6. Provide the Curriculum Vitae (CV) of the project manager, lead foreman, health and safety officer and other key personnel that will be involved in the mandate. The CV will include a record of past experience, education, similar mandates, knowledge and ability (Maximum of five CV). It is understood that the listed Personnel, if accepted by VIA, will direct the Work, and no change can be made without VIA's written approval.
- 7. Provide the quality program that will be used for this mandate.
- 8. Provide the safety program that will be used for this mandate.
- 9. Provide the Environmental policies & programs that will be used for this mandate.
- 10. Operational Risk Assessment: Provide the list of current major projects that will be underway until December 2019, also indicate the capacity % of VIA's mandate/project.

Project Description	Start date	End date	Value \$	% of Capacity
VIA's Mandate				
TOTAL	NA	NA		

11. Financial Requirements

11.1. The Tenderer must provide the following information as requested below, dependent on their corporate status.

Requirement	Privately Held	Publicly Traded
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TENDERER'S INITIALS



Audited financial statements, if available, or the unaudited financial statements (prepared by the Proponent's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Tenderer's last three (3) fiscal years, or for the years that the Tenderer has been in business if this is less than three (3) years (including, at a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).	Information must be provided	Not required
If the Tenderer has not been in business for at least one (1) full fiscal year and does not have audited financial statements, the following must be provided:		
<ul style="list-style-type: none"> the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and 	Information must be provided	Not required
<ul style="list-style-type: none"> information regarding the shareholders including names of the shareholders and percentage of ownership of each shareholder. 	Information must be provided	Not required

This information is not required from the Tenderer if it has already been provided during the current year or during the previous calendar year.

VIA may request additional information as part of a second phase of evaluation.

11.2. The Tenderer must offer the name of the Canadian Bank (or other Canadian institution) as a reference in order for VIA to secure information on the Tenderer's financial standing.

Name of chartered bank (or other Canadian institution)	
Address	
Contact Name	
Title	
Telephone # / Fax # / email address	

12. Additional Information and/or Alternative Proposal

Tenderer should include any additional information that would help in evaluating their submission. Tenderers can include alternative recommendations for service that will bring additional benefit to VIA from either a price or service level standpoint.

13. Exceptions

The Tenderer must indicate here any exceptions taken to the Scope of Work or the Contract Terms & Appendices; if this section is left blank, it will be assumed that the Tenderer does not have any exceptions.

TENDERER'S INITIALS

**PART “C”: FORM OF TENDER
DOCUMENT 6 – FINANCIAL TENDER**

The prices stipulated on this Form of Tender shall be the final cost to **VIA** and represent the full inclusive value of the goods or services described, including all costs and expenses which may be required in and for the performance of the services described, including labour, all materials, packaging, transport, supplies, equipment, supervision, administration fees, profits, and all other elements necessary to perform the services together with all general risks, liabilities and obligations set forth or implied in this document.

Furthermore, prices shall:

- Be quoted in Canadian currency and not subject to currency fluctuations;
- Be exclusive of all taxes;
- Be firm for the term of the contract and not subject to any escalation;
- Remain valid and irrevocable for specified number of days noted in the **Summary Document** from the date of closing of the Invitation to Tender.

1. A) PRICE TABLE

The quantities appearing herein are estimates and are only mentioned as an indication. They will be used only for the purpose of awarding of the contract. They can, in no case, be considered as a commitment from **VIA**.

Please fill out the Price Table in “201812003-Part C-Documents 6-Price Table_v1.xlsx”. An Excel and in PDF version of the Price Table must be provided.

The unit prices for changes orders/extra work will those stated in the Price Table.

2. OTHER COSTS

If the Tenderer intends to charge other costs other than those already mentioned, they must be detailed in this section. Additional costs which may appear on invoices, i.e. costs not disclosed, **will not** be considered for payment by **VIA**. If quantities shown herein do not permit your quoting to best advantage, please quote alternative quantity price differentials.

Insert here

3. ALTERNATIVE OFFERS

The Tenderer may include any additional information into its Tender below. The Tenderer can also include other recommendations or proposals for service that will bring additional benefit to **VIA** from either a price or service level standpoint. All alternatives or deviations suggested by the Tenderers shall include all particulars, including price, details of manufacture and of performance and technical compliance summary, in a separate appendix to the Tender.

Insert here

TENDERER'S INITIALS

4. **VOLUME REBATES AND DISCOUNTS**

The Tenderer may detail here any volume rebates or discounts applicable to their offer (over and above the pricing provided in the price tables).

Insert here

5. **PAYMENT TERMS**

VIA’s standard payment terms are **net 30 days** however VIA may be open to an accelerated invoice payment plan. Please indicate here the discount that would be applicable for early payment of the invoice.

- The Tenderer accepts to offer discount payment terms

Proposed discount payment terms

% days net

- The Tenderer does not accept to offer discount payment terms

COMPANY NAME	
NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE OF AUTHORIZED REPRESENTATIVE	
TELEPHONE	
E-MAIL ADDRESS	
DATE	

End of Document

TENDERER'S INITIALS

