# FORM A: BID (See B8)

1.	Project Title	PUMPING, HAULING AND DIS	SPOSAL OF LEACHATE	
2.	Bidder			
		Name of Bidder		
		Street		
		City	Province	Postal Code
		Facsimile Number		
	(Mailing address if different)	Street or P.O. Box		
		City	Province	Postal Code
		The Bidder is:		
	(Choose one)	a sole proprietor		
		a partnership		
		a corporation carrying on business under the	above name	
3.	Contact Person	The Bidder hereby authorizes the following contact person to represent the Bidder for purposes of the Bid.		
		Contact Person	Title	
		Telephone Number	Facsimile Number	
4.	Definitions	All capitalized terms used in ascribed to them in the Genera	the Contract shall have the l Conditions and D3.	meanings
5.	Offer		perform the Work in accordance anadian funds, set out on Form	
6.	Commencement of the Work		rk shall commence until he is in ne commencement of the Work.	receipt of

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7.	Bid Security	In accordance with B11.1, the Bidder encloses bid security in the form of:		
	(Choose one)	a bid bond (Form G1: Bid Bond and Agreement to Bond)		
		an irrevocable standby letter of credit (Form G2: Irrevocable Standby Letter of Credit and Undertaking)		
		a certified cheque or draft		
		and agrees that it shall be held by the City in accordance with the Contract.		
8.	Contract	The Bidder agrees that the Bid Opportunity in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Bid Submission.		
9.	Addenda	The Bidder certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract:		
		No Dated		
10.	Time	This offer shall be open for acceptance, binding and irrevocable for a period of Seventy-Five (75) Calendar Days following the Submission Deadline.		

11.	Signatures	In witness whereof the Bidder or the Bidder's authorized official or officials have signed this
		day of , 20
	(If no corporate seal) Signed and sealed in the presence of:	Signature of Bidder or Bidder's Authorized Official or Officials
	(Witness)	(Print here name and official capacity of individual whose signature appears above)
	(Witness)	(Print here name and official capacity of individual whose signature appears above)

SEAL

### FORM B: PRICES (See B9)

## PUMPING, HAULING AND DISPOSAL OF LEACHATE

UNIT PRICES

	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
Year 1 – April 1, 2006 to March 31, 2007					
Brady Road	E5, E6 & E7	kilolitres	20,000		
Summit Road	E5, E6 & E7	kilolitres	20,000		
Westview Park	E5, E6 & E7	kilolitres	1,000		
Kil-Cona Park	E5, E6 & E7	kilolitres	2,000		
Sub-Total Year 1 (in figures)			\$		
Year 2 – April 1, 2007 to March 31, 2008					
Brady Road	E5, E6 & E7	kilolitres	20,000		
Summit Road	E5, E6 &	kilolitres	20,000		
Westview Park	E5, E6 &	kilolitres	1,000		
Kil-Cona Park	E5, E6 &	kilolitres	2,000		
Sub-Total Year 2 (in figures)	27		\$		I
Year 3 – April 1, 2008 to March 31, 2009					
Brady Road	E5, E6 &	kilolitres	20,000		
Summit Road	E5, E6 &	kilolitres	20,000		
Westview Park	E5, E6 &	kilolitres	1,000		
Kil-Cona Park	E5, E6 &	kilolitres	2,000		
Sub-Total Year 3 (in figures) Period			\$		
Sub-Total Year 1				\$	I
Sub-Total Year 2				\$	
Sub-Total Year 3				\$	
BID PRICE (GST extra) (in figures)		\$			
ds)					
	2007 Brady Road Summit Road Westview Park Kil-Cona Park Sub-Total Year 1 (in figures) Year 2 – April 1, 2007 to March 31, 2008 Brady Road Summit Road Westview Park Kil-Cona Park Sub-Total Year 2 (in figures) Year 3 – April 1, 2008 to March 31, 2009 Brady Road Summit Road Westview Park Kil-Cona Park Sub-Total Year 3 (in figures) Period Sub-Total Year 1 Sub-Total Year 2 Sub-Total Year 3	2007 Brady RoadE5, E6 & E7Summit RoadE5, E6 & E7Westview ParkE5, E6 & E7Kil-Cona ParkE5, E6 & E7Sub-Total Year 1 (in figures)E5, E6 & E7Year 2 - April 1, 2007 to March 31, 2008E5, E6 & E7Summit RoadE5, E6 & E7Westview ParkE5, E6 & E7Kil-Cona ParkE5, E6 & E7Sub-Total Year 2 (in figures)E5, E6 & E7Year 3 - April 1, 2008 to March 31, 2009E5, E6 & E7Sub-Total Year 2 (in figures)E5, E6 & E7Year 3 - April 1, 2008 to March 31, 2009E5, E6 & E7Brady RoadE5, E6 & E7Sub-Total Year 3 (in figures)E5, E6 & E7Vestview ParkE5, E6 & E7Kil-Cona ParkE7Sub-Total Year 3 (in figures)E5, E6 & E7PeriodSub-Total Year 1 Sub-Total Year 2 Sub-Total Year 3E5BID PRICE (GST extra) (in figures)E5	2007 Brady RoadE5, E6 & F7kilolitres F7Summit RoadE5, E6 & F7kilolitresWestview ParkE5, E6 & F7kilolitresKil-Cona ParkE5, E6 & F7kilolitresSub-Total Year 1 (in figures)F7kilolitresYear 2 – April 1, 2007 to March 31, 2008E5, E6 & F7kilolitresBrady RoadE5, E6 & KilolitreskilolitresSummit RoadE5, E6 & KilolitreskilolitresWestview ParkE5, E6 & KilolitreskilolitresKil-Cona ParkE5, E6 & KilolitreskilolitresSub-Total Year 2 (in figures)E5, E6 & F7kilolitresYear 3 – April 1, 2008 to March 31, 2009E5, E6 & KilolitreskilolitresSummit RoadE5, E6 & E7kilolitresWestview ParkE5, E6 & E7kilolitresSub-Total Year 3 (in figures)E5, E6 & E7kilolitresPeriodSub-Total Year 1E7kilolitresSub-Total Year 3III	2007   Brady Road   E5, E6 & kilolitres   20,000     Summit Road   E7   kilolitres   20,000     Westview Park   E5, E6 & kilolitres   20,000     Kil-Cona Park   E5, E6 & kilolitres   20,000     Sub-Total Year 1 (in figures)   F7   kilolitres   20,000     Year 2 – April 1, 2007 to March 31, 2008   E5, E6 & kilolitres   20,000   \$     Summit Road   E5, E6 & kilolitres   20,000   \$     Westview Park   E5, E6 & kilolitres   20,000   \$     Summit Road   E5, E6 & kilolitres   20,000   \$     Westview Park   E5, E6 & kilolitres   20,000   \$     Kil-Cona Park   E5, E6 & kilolitres   20,000   \$     Sub-Total Year 2 (in figures)   F7   \$   \$     Year 3 – April 1, 2008 to March 31, 2009   Brady Road   E5, E6 & kilolitres   20,000     Sub-Total Year 3 (in figures)   F7   \$   \$   \$     Westview Park   E5, E6 & kilolitres   1,000   \$   \$     Kil-Cona Park <t< td=""><td>2007 Brady Road E5, E6 &amp; kilolitres 20,000   Summit Road E7 Kilolitres 20,000   Westview Park E5, E6 &amp; kilolitres 2,000 1,000   Kil-Cona Park E5, E6 &amp; kilolitres 2,000 \$   Sub-Total Year 1 (in figures) F7 Kilolitres 2,000 \$   Year 2 – April 1, 2007 to March 31, 2008 F7 Kilolitres 20,000 \$   Summit Road E5, E6 &amp; kilolitres 20,000 \$ \$   Westview Park E5, E6 &amp; kilolitres 20,000 \$ \$   Kil-Cona Park E5, E6 &amp; kilolitres 20,000 \$ \$   Sub-Total Year 2 (in figures) F7 Kilolitres 20,000 \$   Year 3 – April 1, 2008 to March 31, 2009 F7 \$ \$ \$   Sub-Total Year 2 (in figures) F7 Kilolitres 20,000 \$ \$   Year 3 – April 1, 2008 to March 31, 2009 F7 \$ \$ \$ \$ \$   Summit Road E5, E6 &amp; Kilolitres E7 \$ \$ \$ \$ \$ \$ \$</td></t<>	2007 Brady Road E5, E6 & kilolitres 20,000   Summit Road E7 Kilolitres 20,000   Westview Park E5, E6 & kilolitres 2,000 1,000   Kil-Cona Park E5, E6 & kilolitres 2,000 \$   Sub-Total Year 1 (in figures) F7 Kilolitres 2,000 \$   Year 2 – April 1, 2007 to March 31, 2008 F7 Kilolitres 20,000 \$   Summit Road E5, E6 & kilolitres 20,000 \$ \$   Westview Park E5, E6 & kilolitres 20,000 \$ \$   Kil-Cona Park E5, E6 & kilolitres 20,000 \$ \$   Sub-Total Year 2 (in figures) F7 Kilolitres 20,000 \$   Year 3 – April 1, 2008 to March 31, 2009 F7 \$ \$ \$   Sub-Total Year 2 (in figures) F7 Kilolitres 20,000 \$ \$   Year 3 – April 1, 2008 to March 31, 2009 F7 \$ \$ \$ \$ \$   Summit Road E5, E6 & Kilolitres E7 \$ \$ \$ \$ \$ \$ \$

Name of Bidder

#### FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2) (See B11)

### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS THAT

(hereinafter called the "Principal") and

(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee") in the sum of ten percent (10%) of the Total Bid Price set out in the Bid Submission hereinafter described, for the payment of which sum the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a Bid to the Obligee dated the

\_\_\_\_\_ day of \_\_\_\_\_ , 20\_\_\_\_\_ , 20\_\_\_\_\_ for

BID OPPORTUNITY NO. 681-2005

PUMPING, HAULING AND DISPOSAL OF LEACHATE

as more fully set out in the Bid Opportunity.

NOW THEREFORE the condition of this obligation is such that if the Bid of the Principal is not accepted, or if said Bid is accepted and the Principal, in accordance with the terms of the Bid, enters into a Contract with the said Obligee and furnishes the required performance security for guaranteeing the faithful performance of the Contract, this obligation shall be void, but otherwise shall remain in full force and effect.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

\_\_\_\_\_ day of \_\_\_\_\_\_ , 20\_\_\_\_\_ .

1

SIGNED AND SEALED in the presence of:

(Witness)

(Name of Principal)		
Per:	(Se	a
Per:		
(Name of Surety)		

of

#### FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 2 of 2) (See B11)

### AGREEMENT TO BOND

(to be attached to and to form part of Bid Bond)

The Surety on the attached Bid Bond hereby undertakes and agrees with THE CITY OF WINNIPEG to become bound as Surety for the Principal,

(Name of Bidder)

(Place)

the Bidder to you on \_\_\_\_\_\_, 20\_\_\_\_\_, for

**BID OPPORTUNITY NO. 681-2005** 

PUMPING, HAULING AND DISPOSAL OF LEACHATE

in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Bid Opportunity, if our Principal's Bid is accepted by you, such Performance Bond to be maintained and continue in full force and effect until the expiration of the warranty period. The Performance Bond shall be in the form specified in the Bid Opportunity.

It is a condition that this Agreement to Bond shall become null and void if the Performance Bond mentioned above is not required from our Principal within Seventy-Five (75) Calendar Days following the Submission Deadline.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Name of Surety)

\_\_\_\_\_ By: (Attorney-in-Fact) (Seal)

#### FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING (BID SECURITY) (Page 1 of 2) (See B11)

(Date)

The City of Winnipeg Corporate Finance Department Materials Management Branch 185 King Street, Main Floor Winnipeg MB R3B 1J1

## RE: BID SECURITY - BID OPPORTUNITY NO. 681-2005

PUMPING, HAULING AND DISPOSAL OF LEACHATE

Pursuant to the request of and for the account of our customer,

(Name of Bidder)

#### (Address of Bidder)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

#### FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING (BID SECURITY) (Page 2 of 2) (See B11)

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

This Standby Letter of Credit will expire on April 2, 2006

if our customer's Bid is not accepted, and if accepted, when our customer has entered into a Contract with you and has furnished the required performance security for guaranteeing the faithful performance of the Contract.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

WE HEREBY UNDERTAKE and agree to provide in your favour an irrevocable Standby Letter of Credit in an amount equal to fifty percent (50%) of the Contract Price for the due and proper performance of the Work shown and described in the Bid Opportunity, if our customer's Bid is accepted by you. Such Standby Letter of Credit shall be maintained and continue in full force and effect until the expiration of the warranty period. The Standby Letter of Credit shall be in the form specified in the Bid Opportunity.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)		
Per:		
	(Authorized Signing Officer)	
Per:		

(Authorized Signing Officer)