FORM A: BID (See B7)

1.	Contract Title		D EQUIPMENT SERVICES FO R THE PERIOD JULY 1, 2007	
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 th	e above name.	
3.	Contact Person	The Bidder hereby authorizes the following contact person to repres the Bidder for purposes of the Bid.		
		Contact Person	Title	
		Telephone Number	Facsimile Number	
4.	Definitions	All capitalized terms used i ascribed to them in the Gener	n the Contract shall have the cal Conditions and E3.1.	e meanings
5.	Offer		perform the Work in accordal Canadian funds, set out on For	

appended hereto.

6.	Bid Security	In accordance with B10.1, 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.	
7.	Execution of Contract	The Bidder agrees to execute and return the Contract no later than seven (7) Calendar Days after receipt of the Contract, in the manner specified in GC.3.01.	
8.	Commencement of the Work	The Bidder agrees that no Work shall commence until he is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.	
9.	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.	
		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	
11.	Time	This offer shall be open for acceptance, binding and irrevocable for a period of Ninety (90) Calendar Days following the Submission Deadline.	

12.	Signatures	In witness whereof the Bidder or the Bidder's authorized official of officials have signed this			
		, 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 B8)

HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR THE BRADY ROAD LANDFILL FOR THE PERIOD JULY 1, 2007 TO JUNE 30, 2012

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. ANNUAL QUANTITY	UNIT PRICE (per hour)	AMOUNT
1.	Crawler Tractor with Blade	E11.2	Yearly	5000	,	
			hours			
2.	Crawler Tractor with Ripper	E11.3	Yearly	570		
			hours			
3.	Crawler Tractor with 13.8 cubic	E11.4	Yearly	3700		
	metre capacity scrapers		hours			
TOTAL ANNUAL BID PRICE (GST and MRST extra) (in figures) \$ (in words)						
			-			
			1	Name of Bidde	er	

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2) (See B10)

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT

(hereinafter called the "Principal") and		
called the "Obligee") in the sum of ten pe Submission hereinafter described, for the pa	and firmly bound unto THE CITY OF WINNIPE ercent (10%) of the Total Annual Bid Price set of ayment of which sum the Principal and Surety bin excessors and assigns, jointly and severally, firm	out in the Bid d themselves,
WHEREAS the Principal has submitted a Bi	d to the Obligee dated the	
day of	, 20 for	
BID OPPORTUNITY NO. 185-2007		
Hourly Rates for Hired Equipment Services 30, 2012.	for the Brady Road Landfill for the period July 1 2	007 to June
as more fully set out in the Bid Opportunity.		
if said Bid is accepted and the Principal, in a the said Obligee and furnishes the required	ligation is such that if the Bid of the Principal is no accordance with the terms of the Bid, enters into a performance security for guaranteeing the faithfu but otherwise shall remain in full force and effect.	Contract with performance
IN WITNESS WHEREOF the Principal and S	Surety have signed and sealed this bond the	
day of	, 20	
SIGNED AND SEALED in the presence of: (Witness)	(Name of Principal) Per: Per:	_ (Seal)
	(Name of Surety) By: (Attorney-in-Fact)	_ (Seal)

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 2 of 2) (See B10)

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. 185-2007 HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR THE BRADY ROAD LANDFILL FOR THE PERIOD JULY 1, 2007 TO JUNE 30, 2012 in an amount equal to ten percent (10%) of the Annual 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 Ninety (90) 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) (Seal)

(Attorney-in-Fact)

FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING (BID SECURITY) (Page 1 of 2) (See B10)

(Date)
(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. 185-2007
HOURLY RATES FOR HIRED EQUIPMENT SERVICES FOR THE BRADY ROAD LANDFILL FOR THE PERIOD JULY 1, 2007 TO JUNE 30, 2012
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 writted demand for payment made upon us by you. It is understood that we are obligated under this Standb 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 Standb 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 B10)

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 July 1, 2007

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 ten percent (10%) of the Annual 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)