

FORM A: BID
(See B8)

1. Contract Title CONSTRUCTION OF BILL AND HELEN NORRIE LIBRARY AT 15 POSEIDON BAY

2. Bidder

Name of Bidder

Usual Business Name of Bidder as it appears on Invoice (if different from above)

Street

City

Province

Postal Code

Email Address of Bidder

Facsimile Number

(Mailing address if different)

Street or P.O. Box

City

Province

Postal Code

GST Registration Number (if applicable)

(Choose one)

The Bidder is:

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 the Contract shall have the meanings ascribed to them in the General Conditions.

5. Offer The Bidder hereby offers to perform the Work in accordance with the Contract for the Total Bid Price, in Canadian funds, set out on Form B: Prices, appended hereto.
6. Bid Security In accordance with B13.1, the Bidder encloses bid security in the form of a bid bond (Form G1: Bid Bond and Agreement to Bond) 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 C4.
8. Commencement of the Work The Bidder agrees that no Work shall commence until he/she is in receipt of a letter of intent from the Award Authority authorizing the commencement of the Work.
9. Contract By submitting a bid in response to this Tender, the Bidder certifies that it has read, understands, and agrees to the terms and conditions of this Tender and that the Tender, 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.
10. 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 | _____ |
| | _____ | | _____ |
| | _____ | | _____ |
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. Indigenous Self-Declaration The City is requesting that Bidders identify if their business is at least 51% owned by one or more Indigenous persons of Canada.
- YES, 51% or more Indigenous ownership
- NO, it is not
- This information is being gathered for statistical purposes only and will not be used for purposes of evaluation.

13. Signatures

The Bidder or the Bidder's authorized official or officials have signed this

_____ day of _____, 20_____ .

Signature of Bidder or
Bidder's Authorized Official or Officials

(Print here name and official capacity of individual whose signature appears above)

(Print here name and official capacity of individual whose signature appears above)

FORM B: PRICES
(See B9)

CONSTRUCTION OF BILL AND HELEN NORRIE LIBRARY AT 15 POSEIDON BAY

LUMP SUM PRICE

| ITEM NO. | DESCRIPTION | SPEC. REF. | UNIT | APPROX. QUANTITY | AMOUNT |
|---|----------------|------------|------|------------------|--------|
| 1. | LUMP SUM PRICE | | LS | 1 | |
| TOTAL BID PRICE (GST extra) (in numbers) \$ _____ | | | | | |

Name of Bidder

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)
(See B13)

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 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 for

TENDER NO. 542-2019

CONSTRUCTION OF BILL AND HELEN NORRIE LIBRARY AT 15 POSEIDON BAY

as more fully set out in the Tender.

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 and labour and material payment bonds, 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_____.

SIGNED AND SEALED
in the presence of:

(Witness as to Principal if no seal)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

FORM G1: BID BOND AND AGREEMENT TO BOND
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(See B13)

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,

_____ of
(Name of Bidder)

(Place)

the Bidder to you on _____, 20____ for

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CONSTRUCTION OF BILL AND HELEN NORRIE LIBRARY AT 15 POSEIDON BAY

The Surety agrees to issue for the Principal:

1. a Performance Bond 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 Tender; and
2. a Labour and Material Payment Bond in an amount equal to fifty percent (50%) of the Contract Price for the payment for all labour, service and material used or reasonably required for use in the performance of the Work shown and described in the Tender;

If our Principal's Bid is accepted by you, such Performance Bond and Labour and Material Payment Bond (the Bonds) to be maintained and continue in full force and effect until the expiration of the warranty period. The Bonds shall be in the form specified in the Tender.

It is a condition that this Agreement to Bond shall become null and void if the Bonds mentioned above are 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)

By: _____ (Seal)
(Attorney-in-Fact)