

FORM A: PROPOSAL
(See B10)

1. Contract Title DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT RUBBER SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS

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 Proposal.

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 Price(s), in Canadian funds, set out on Form B: Prices, appended hereto.

6. Bid Security
- In accordance with B14.1, 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 C4.1.
8. Commencement of the Work
- The Bidder agrees that no Work shall commence until he is in receipt of a notice of award from the Award Authority authorizing the commencement of the Work.
9. Contract
- The Bidder agrees that the Request for Proposal 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 Proposal.
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 forty five (45) Calendar Days following the Submission Deadline.

12. 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:

(Witness)

(Witness)

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)

SEAL

FORM B: PRICES
(See B11)

DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT RUBBER SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS

LUMP SUM PRICE SHALL NOT EXCEED \$320,000.00 (GST EXTRA). MANITOBA SALES TAX (MRST, ALSO KNOWN AS PST) IS TO BE INCLUDED IN THE PRICE WHERE APPLICABLE

LUMP SUM PRICE

<p>TOTAL BID PRICE (GST extra) (in figures) Manitoba Sales Tax (MRST, also know as PST) is to be included in the price where applicable. \$ _____</p> <p>(in words) _____</p> <p>_____</p>
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Name of Bidder

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)
(See B14)

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 Proposal 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 Proposal to the Obligee dated the

_____ day of _____, 20_____ for

RFP NO. 270-2008

DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT RUBBER SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS

as more fully set out in the Request for Proposal.

NOW THEREFORE the condition of this obligation is such that if the Proposal of the Principal is not accepted, or if said Proposal is accepted and the Principal, in accordance with the terms of the Proposal, 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_____ .

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

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

FORM G1: BID BOND AND AGREEMENT TO BOND
(Page 2 of 2)
(See B14)

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

RFP NO. 270-2008

DESIGN AND CONSTRUCTION – WADING POOL WATERSLIDES AND RESILIENT RUBBER SAFETY SURFACING AT VARIOUS COMMUNITY CENTRES AND PARKS

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 Request for Proposal, if our Principal's Proposal 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 Request for Proposal.

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 forty words 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)

**FORM G2 (R1): IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 2 of 2)
(See B14)**

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 June 16, 2008.

if our customer's Proposal 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 Request for Proposal, if our customer's Proposal 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 Request for Proposal.

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)