

FORM A: BID
(See B8)

1. Contract Title WINNIPEG WATER TREATMENT PROGRAM – LEASE OF LIQUID OXYGEN STORAGE EQUIPMENT AND SUPPLY OF LIQUID OXYGEN

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 the Contract shall have the meanings ascribed to them in the General Conditions and D3.

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 B12.1, 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 notice of award 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.

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 seventy-five (75) 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 B9)

**WINNIPEG WATER TREATMENT PROGRAM – LEASE OF LIQUID OXYGEN STORAGE EQUIPMENT
AND SUPPLY OF LIQUID OXYGEN**

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1.	Monthly charge for the lease of LOX Facility	D2.2	month	60		
2.	Baseline LOX Commodity Charge (LOX ₀)	Section 11211-B	Sm ³	9,540,000		
<p>TOTAL BID PRICE (GST and MRST extra) (in figures) \$ _____</p> <p>(in words) _____</p> <p>_____</p>						

Name of Bidder

FORM N: COMMODITY PRICE ADJUSTMENT FACTORS
 (See B10)

**WINNIPEG WATER TREATMENT PROGRAM – LEASE OF LIQUID OXYGEN STORAGE EQUIPMENT
 AND SUPPLY OF LIQUID OXYGEN**

Item	Description	
1.0	Weighting of the energy costs component of commodity price adjustment	$N_{\text{Power}} = \text{_____}\%$
3.0	Weighting of the diesel fuel cost component of commodity price adjustment	$N_{\text{Fuel}} = \text{_____}\%$
2.0	Weighting of the labour costs component of commodity price adjustment	$N_{\text{Labour}} = \text{_____}\%$
4.0	Baseline energy cost at the Bid Submission Deadline based on the energy cost index specified in item 6.0 of Form N.	$P_0 = \text{_____}$
5.0	Baseline diesel fuel cost at the Bid Submission Deadline based on the diesel fuel cost index specified in item 7.0 of Form N.	$F_0 = \text{_____}$
6.0	Description of the energy cost index to be used in the commodity cost adjustment calculation specified in D24: _____	
7.0	Description of the diesel fuel cost index to be used in the commodity cost adjustment calculation specified in D24: _____	
8.0	Annual labour cost increase to be used in the commodity cost adjustment calculation specified in D24	$L_{\text{ADJ}} = \text{_____}\%/\text{annum}$
9.0	Date of annual labour cost adjustment	_____ DD/MM

 Name of Bidder

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)
(See B12)

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 dated the

_____ day of _____, 20_____ for

BID OPPORTUNITY NO. 135-2007

WINNIPEG WATER TREATMENT PROGRAM – LEASE OF LIQUID OXYGEN STORAGE EQUIPMENT AND SUPPLY OF LIQUID OXYGEN

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_____.

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 B12)

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

BID OPPORTUNITY NO. 135-2007

WINNIPEG WATER TREATMENT PROGRAM – LEASE OF LIQUID OXYGEN STORAGE EQUIPMENT
AND SUPPLY OF LIQUID OXYGEN

in an amount equal to fifty percent (50%) 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 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: _____ (Seal)
(Attorney-in-Fact)

**FORM G2(R1): IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 1 of 2)
(See B12)**

(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. 135-2007

WINNIPEG WATER TREATMENT PROGRAM – LEASE OF LIQUID OXYGEN STORAGE
EQUIPMENT AND SUPPLY OF LIQUID OXYGEN

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(R1): IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 2 of 2)
(See B12)**

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 October 15, 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 fifty percent (50%) 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)