

FORM A: PROPOSAL
(See B15)

1. Contract Title FOR A PUBLIC PRIVATE PARTNERSHIP TO BUILD, FINANCE AND MAINTAIN A SOUTH DISTRICT POLICE STATION

2. Bidder

Name of Bidder

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

Street

City

Province

Postal Code

(Mailing address if different)

Facsimile Number

Street or P.O. Box

City

Province

Postal Code

GST Registration Number (if applicable)

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 B19.1, 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.
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 one-hundred and twenty (120) Calendar Days following the Submission Deadline.

12. 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: LEASE RATE(S), ALLOWANCES AND PURCHASE OPTIONS
(See B16)

FOR A PUBLIC PRIVATE PARTNERSHIP TO BUILD, FINANCE AND MAINTAIN A SOUTH DISTRICT
POLICE STATION

Criterion	Proposal
Lease Rate(s)	
Years 1 to 5	\$
Years 6 to 10	\$
Years 11 to 15	\$
Years 16 to 20	\$
Years 21 to 25	\$
Years 26 to 30	\$
Purchase Options:	
Total Performance	\$
Year 10	\$
Year 20	\$
Year 30	\$1.00
TI Allowances:	
Year 7	\$
Year 14	\$
Year 21	\$

Name of Bidder

FORM C (R1): OFFER TO LEASE
(See B17)

FOR A PUBLIC PRIVATE PARTNERSHIP TO BUILD, FINANCE AND MAINTAIN A
SOUTH DISTRICT POLICE STATION

Lease Accommodation for the Winnipeg Police Service, City of Winnipeg

Between:

The City of Winnipeg (hereinafter called the "**Tenant**")

and

_____ (hereinafter called the "**Landlord**")
(Full name of person, partnership, corporation, joint venture or organization).

For and incidental to a South District Police Station, all as more particularly shown in the Contract Documents forming part of RFP No. 1-2011, on the lands described as follows:

**PARCEL A PLAN (DEPOSIT NO. 596/2011) _____ WLTO
IN RL 120 AND 121 PARISH OF ST CHARLES**

All of which hereinafter called the "**Demised Premises**".

The Landlord, having examined the RFP No. 1-2011 document in its entirety, offers to lease the Demised Premises to the Tenant in accordance with the terms and conditions as are set out in this Offer to Lease (hereinafter called the "**Offer**"). Upon written acceptance by the Tenant, this Offer made by the Landlord will form in part the terms and conditions of a Lease Agreement (hereinafter called the "**Agreement**").

A. The Landlord covenants and agrees:

1. To provide the Demised Premises ready for use and occupancy no later than the **31st day of May, 2013**;
2. And warrants and guarantees that any work required of the Landlord to comply with all requirements, as set out and as more particularly described in RFP No. 1-2011, will all be fully completed by the **31st day of August, 2013**;
3. **That the Demised Premises comply with all relevant laws of the Province of Manitoba, Municipal By-Laws, codes and zoning requirements, and any requirements of those authorities having jurisdiction including the provision of building permits and occupancy permits;**
4. And will be required to provide professional services to perform:
 - a. The coordination and scheduling of all servicing, construction, furniture deliveries, move in, telephone, and all other matters and things required to effect occupancy;
 - b. The final inspection for deficiencies, defects, and uncompleted matters or things; and
 - c. To obtain from local authorities all required permits, approvals, and certificates required to construct and permit occupancy of the Demised Premises.
5. That all building systems, structures, finishes, coverings, and equipment required to be provided in the Demised Premises shall be in

- new condition;
6. That all Chattels, defined as an item of tangible movable property not otherwise connected or secured to the Demised Premises (e.g., furniture), and as required to be provided by the Landlord as set out and as more particularly described in RFP No. 1-2011, will transfer in ownership to the City of Winnipeg, and all responsibility for and related thereto, upon expiry of such items manufacturers' warranty or warranties;
 7. At all times during the lease term of the Agreement, to maintain the Demised Premises in a good and tenantable state of repair; and
 8. In accordance with written notice received from the Tenant, to promptly make good any defect and want of repair.
- B. The Annual Rent for the Demised Premises shall be determined by multiplying the total area of the Demised Premises expressed in gross square feet by the Annual Rent Lease Rate. The Annual Rent shall be payable in equal monthly installments, in advance, on the first day of each and every month of the lease term as contained in the Agreement.
- C. That the Annual Rent, as defined in D. below, not including GST, but inclusive of all other amounts owing by the Tenant to the Landlord for the Demised Premises, shall be,

Thirty (30) Year Lease Term:	Annual Rent Lease Rate:
Lease Years 1 – 5	Inclusive \$ _____/gross square foot
Lease Years 6 – 10	Inclusive \$ _____/gross square foot
Lease Years 11 – 15	Inclusive \$ _____/gross square foot
Lease Years 16 – 20	Inclusive \$ _____/gross square foot
Lease Years 21– 25	Inclusive \$ _____/gross square foot
Lease Years 26 – 30	Inclusive \$ _____/gross square foot

- D. Annual Rent is the cost of the Landlord providing the Demised Premises and any and all goods and services, exclusive of those goods and services to be provided by the Tenant as defined below, necessary to provide for operation of the Demised Premises by the Tenant for it's intended purpose as specified below:
1. "Base Rent" means the annual payment for providing the Demised Premises;
 2. "Insurance" means, the Landlord to provide and maintain, at all times during the duration of the Agreement:
 - a. Commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) inclusive, with the Tenant added as an additional insured; a cross-liability clause, such liability policy to also contain non-owned automobile liability and products and completed operations;
 - b. Automobile liability insurance for owned automobiles used for or in connection with the Agreement in the amount of at least two million dollars (\$2,000,000.00);
 - c. All policies shall be taken out with insurers licensed to and carrying on business in the Province of Manitoba and/or as deemed acceptable by the Insurance Supervisor of the City of

- Winnipeg;
- d. Contingent Gross Rental Income insurance, in the amount of 100% of the Annual Rent and Additional Rent;
 - e. All policies shall be taken out with insurers duly licensed to carry on business in the Province of Manitoba or as determined to be acceptable by the Contract Administrator in consultation with the Insurance Supervisor of the City of Winnipeg;
 - f. Any and all deductibles shall be borne by the Landlord;
 - g. The Landlord shall not cancel, materially change, or cause any such policy or policies to lapse without minimum thirty (30) days prior written notice to the Tenant;
 - h. The Landlord shall file with the Tenant a Certificate or Certificates of Insurance evidencing all requirements in a form satisfactory to the City Solicitor;
 - i. The Tenant shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of the Agreement;
 - j. If during the lease term hereby demised or any renewal thereof the Demised Premises shall be damaged or destroyed by a peril in respect of which the Landlord is insured, the Annual Rent shall abate in the proportion that the part of the Demised Premises rendered unfit for occupancy bears to the whole of the Demised Premises until the Demised Premises are rebuilt; and the Landlord agrees that it will with reasonable diligence repair the Demised Premises unless the Tenant is obligated to repair under the terms hereof or unless the Agreement is terminated as hereinafter provided;
 - k. The Landlord shall ensure that any contractor or sub-contractor hired to perform maintenance, repairs or other forms of work on the building, premises, or parts thereof, provides evidence of adequate insurance to the Tenant prior to commencing work on the Demised Premises.
3. "Maintenance" means the annual payment for all repairs and replacements to all building systems and structures. Maintenance costs and performance of same shall be the Landlord's responsibility and shall include the total amounts for all labour and/or wages and other payments made to employees involved in procurement of maintenance goods and services, total charges of any independent contractors employed to provide maintenance, and all amounts paid for materials, supplies and necessities, and overhead which are incurred for maintenance of the Demised Premises..
- a. Maintenance includes, but is not limited to, all heating, ventilation, air conditioning, mechanical systems; all water, gas and sewage facilities, sprinkler and plumbing systems; electrical equipment, machinery and systems; lighting, replacement of light bulbs and fluorescent tubes and ballasts and all utility equipment; all structural repairs and replacements including the foundation, exterior wall assemblies, weather walls, sub-floors, bearing walls, and structural columns and beams; roof repairs and replacement; all costs for snow clearing, landscaping, gardening, associated maintenance equipment and all costs associated with the operation of the equipment; window cleaning, repairing and

replacing windows; maintenance and cleaning of the exterior of the building and the grounds and fencing; parking lot lighting, parking lot maintenance and repairs; building system monitoring equipment (e.g., METASYS); and any/all other costs associated with repair, maintenance, and operation of the building systems, structures, and equipment in the Demised Premises.

b. Maintenance to be performed by the Landlord is to be in accordance as documented by the Original Equipment Manufacturer's maintenance specifications and national and provincial building code(s) for all building systems, structures, and equipment as contained in RFP No. 1-2011."

4. "Tenant Improvements" means the annual payment for providing all chattels, fixtures, installations, and improvements required to be made by the Landlord to the Demised Premises pursuant to RFP No. 1-2011.

E. The Tenant shall pay, as Additional Rent, to include:

1. Realty Tax including all municipal real property taxes, school taxes, and business taxes if applicable, charged upon the Demised Premises and excluding interest and penalties for late payment; and
2. Goods and Services Tax (GST) applicable in respect of the Agreement to be executed between the Landlord and Tenant.

Such Additional Rent shall be paid at the time and in the manner as the Annual Rent is payable under the Agreement.

F. No payment to the Landlord, except for Annual Rent as defined in D. above, and Additional Rent as defined in E. above, or Tenant forces shall be required for any purposes related to the continued occupancy of the Demised Premises.

G. The Tenant to pay directly, to Tenant selected service provider(s), those goods and services as specified below:

1. "Utilities" means all amounts paid for:
 - a. Fuel(s) used in heating and cooling;
 - b. Electric current;
 - c. Hot and cold water;
 - d. Sewer;
 - e. Telephone;
 - f. All labour and/or wages and other payments made to employees involved in procurement of such goods and services.
2. "Janitorial Services" means any and all goods and services necessary to provide cleaning as specified below:
 - a. All labour and/or wages and other payments made to janitors, caretakers and other on-site employees involved in cleaning;
 - b. Total charges of any independent contractors employed to provide cleaning;
 - c. All amounts paid for supplies and necessities which are occasioned for every day use, and shall include, without limitation:

- i. Cleaning supplies such as surface cleansers and disinfectant;
 - ii. Paper supplies such as towels and toiletries;
 - iii. Garbage receptacles and liners.
 3. "Security" means any and all goods and services necessary to provide card access, (e.g., PEGASYS), intercom, CCTV, or security alarms at the Demised Premises as specified below:
 - a. All labour and/or wages and other payments made for security and other on-site employees involved in security;
 - b. Total charges of any independent contractors employed to provide security.
 4. "Monitoring" means any and all goods and services necessary to provide an electronic connection between the Demised Premises and the City of Winnipeg for building system condition alarm monitoring (e.g., METASYS) of the Demised Premises as specified below:
 - a. All labour and/or wages and other payments made for monitoring and other on-site employees involved in an electronic connection for monitoring;
 - b. Total charges of any independent contractors employed to provide an electronic connection for monitoring.
 5. "Insurance" means to provide and maintain, at all times during the duration of the Agreement:
 - a. Tenant's Legal Liability insurance to adequate and appropriate limits;
 - b. Property insurance and Boiler and Machinery insurance at replacement cost values; Policies to include the Landlord as an additional named insured;
 - c. Any and all deductibles shall be borne by the Landlord; except to the extent the loss is attributable to actions of the Tenant.
- H. In the event that a Substantial Performance Certificate is provided by Number Ten Architectural Group to the City of Winnipeg prior to May 31, 2013, the Annual Rent, payable in equal monthly installments, in advance, on the first day of each and every month of the lease term of the Agreement, shall commence the first day of the month following the date of issue of the Substantial Performance Certificate and that date shall become the first month of the lease term.
- I. In the event that a Total Performance Certificate is not provided by Number Ten Architectural Group to the City of Winnipeg by August 31, 2013, the Annual Rent, payable in equal monthly installments, is to be reduced by 10% on the first day of each and every month of the remaining lease term, commencing on August 31, 2013, until a Total Performance Certificate is provided by Number Ten Architectural Group to the City of Winnipeg.
- J. Subject to the Tenant's security requirements and reasonable prior notice, the Tenant shall permit the Landlord or the Landlord's authorized agent at all reasonable times to enter for the purposes of examining the state of repair of the Demised Premises and making repairs thereto.
- K. The Landlord shall provide the Tenant's representative with a complete and current list of names, telephone numbers, and addresses of the Landlord's employees, servants, and agents who may be contacted at any

time in the event of emergency or failure of any service to be provided by the Landlord as herein specified, for the purposes of making repairs as may be required or to restore such service.

- L. All Operations and Maintenance, as defined in D. 3. above, as being the sole responsibility of the Landlord, but which is made at the request of the Tenant, is to be performed in a timely manner, and shall include, without limitation:
1. Performance in a timely manner, to be completed at a mutually agreeable time;
 2. Where the Tenant and Landlord cannot agree on a mutually agreeable time or in the event repairs must be made immediately by reason of an emergency at the cost of the Tenant, the Landlord shall reimburse the Tenant for all costs of performing such operations or maintenance;
 3. The Landlord shall be required to submit any and all maintenance and testing records to the Tenant within 14 working days of the maintenance and or testing having been performed;
 4. The Landlord guarantees and warrants all work against any and all defects or deficiencies which may arise and will, at the Landlord's sole cost and expense, remedy any and all damage that may arise or result from any defect or deficiency as requested by the Tenant.
 5. **The Landlord or the Landlord's Subcontractor shall for any construction activities related to operations and maintenance including Tenant Improvements that exceed \$100,000.00 shall provide proof satisfactory to the Contract Administrator that the Landlord or the Landlord's Subcontractor has a workplace safety and health program meeting the requirements of The Workplace Safety and Health Act (Manitoba), by providing:**
 - (a) a valid COR certification number under the Certificate of Recognition (COR) Program administered by the Manitoba Construction Safety Association or by the Manitoba Heavy Construction Association's Safety, Health and Environment Program; or
 - (b) a report or letter to that effect from an independent reviewer acceptable to the City. (A list of acceptable reviewers and the review template are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt>)
- M. The Tenant reserves the right to conduct security investigation for any and all stakeholders and all persons involved in any capacity with the Agreement. If any such stakeholders or persons security investigation is deemed to be a matter of concern to the Tenant, the Tenant may take whatever necessary actions it deems appropriate to resolve the matter.
- N. That prior to final execution of the Agreement, the Landlord shall obtain at its sole cost a Non-Disturbance Certificate, from any and all mortgagees who have registered or intend to register a mortgage on the title(s) of the property and which registration will result in the mortgagees obtaining first priority over the Agreement. The Non-Disturbance form to be executed shall be either provided by the Tenant or if not provided by the Tenant, the content of such form shall be to the Tenant's satisfaction.

- O. The Tenant reserves the right to erect any structure or use the lands around the building for Winnipeg Police Service business only. The Landlord shall not construct any structures or use the lands around the building for any purpose unless approved by the Tenant.
- P. The Tenant may require changes to the Tenant Improvements after approval of the Project Development Agreement, as contained in RFP No. 1-2011, but prior to commencement of the lease term as contained in the Agreement and the parties shall establish a process for dealing with such changes. The Tenant may also require changes to the Tenant Improvements after commencement of the Agreement. The Tenant will not make, erect, install or alter any Tenant Improvements or fixtures in the Demised Premises without having requested and obtained the Landlord's prior written approval, which the Landlord shall not unreasonably withhold.
- Q. The Landlord will further provide the Tenant with a Tenant Allowance, in each of years seven (7), fourteen (14), and twenty-one (21) of the lease term in the Agreement as set out below:

Lease Term Year:	Tenant Improvement Allowance:
Lease Year Seven (7)	Inclusive \$ _____/gross square foot
Lease Year Fourteen (14)	Inclusive \$ _____/gross square foot
Lease Year Twenty-One (21)	Inclusive \$ _____/gross square foot

- R. The Tenant shall have the option to renew the Agreement for two (2) further terms of ten (10) years each on the same terms and conditions as set out in the Agreement executed pursuant to this Offer, at an annual rental which shall be negotiated to the mutual satisfaction of the parties hereto but not to exceed prevailing market conditions at the time of renewal as determined by a third party, third party of which to be identified and documented in the Agreement.
- S. The Landlord shall provide the Tenant with the option of fee simple ownership of Demised Premises and all equipment and chattels therein not already belonging to the Tenant upon receipt of a Total Performance Certificate to be provided by Number Ten Architectural Group and at future regular intervals. The Tenant shall have an established right, at its sole discretion, to obtain such total ownership by way of purchase and the Landlord shall provide the Tenant with purchase prices for total ownership at the end of construction (total performance), and at the end of years ten (10), twenty (20), and thirty (30) of the lease term contained in the Agreement, as set out below:

Purchase Option:	Purchase Price:
Upon Total Performance	Inclusive \$ _____
Lease Year (end of) 10	Inclusive \$ _____
Lease Year (end of) 20	Inclusive \$ _____
Lease Year (end of) 30	Inclusive \$ 1.00 _____

- T. The Landlord has no right to transfer, assign, pledge or otherwise alienate or encumber either in whole or in part any Agreement with the Tenant without the prior written consent of the Tenant.

- U. In the event of default by the Landlord, the Tenant shall have right-of-first-refusal to assume the Landlord's financing associated with the South District Police Station.**
- V. This Offer shall remain open for acceptance by the Tenant for a period of 120 days from the Submission Deadline as contained in RFP No. 1-2011. Adjustments/alterations to this Offer will not be permitted after the Submission Deadline as contained in RFP No. 1-2011.
- W. Upon acceptance of this Offer and negotiation of any additional terms and conditions to be contained in the Agreement, the Agreement shall be prepared by the Landlord's solicitor, at the expense of the Landlord, and shall be executed by the Landlord and the Tenant before the commencement of the lease term as contained in the Agreement, but the covenants expressed herein shall be binding on the Landlord and the Tenant from the date on which this Offer is accepted notwithstanding that for any reason the Agreement may not be prepared or executed.
- X. The Landlord and the Tenant each to pay their own legal costs and disbursements.

Any notice required to be given to the Tenant shall be sufficiently given in person or addressed to:

Manager, Real Estate Division
Planning, Property and Development Department
2nd Floor, 65 Garry Street
Winnipeg, Manitoba, R3C 4K4

Any and every notice, if forwarded by mail, whenever mailed shall be deemed to be served on the date on which the same is, in fact, delivered or on the third business day next following the day on which it is mailed, whichever is the earlier.

Whenever the singular or the masculine is used in this Offer it shall be construed as if the plural or the feminine or the neuter had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

This Offer forms an integral part of RFP No. 1-2011.

WITNESS

(Clearly print or type full name)

Signature

Signature and Office

Date

Date

FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 1 of 2)
(See B19)

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

BID OPPORTUNITY NO. 1-2011B Addendum 1

FOR A PUBLIC PRIVATE PARTNERSHIP TO BUILD, FINANCE AND MAINTAIN A SOUTH DISTRICT POLICE STATION

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 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

(Page 2 of 2)
(See B19)

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. 1-2011B Addendum 1

FOR A PUBLIC PRIVATE PARTNERSHIP TO BUILD, FINANCE AND MAINTAIN A SOUTH DISTRICT POLICE STATION

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 one-hundred and twenty (120) 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: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 2 of 2)
(See B19)**

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 May 25, 2012

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)