

PART A

TENDER SUBMISSION

FORM A: TENDER - PART 1
QUALIFICATIONS, EQUIPMENT, EXPERIENCE
(See B7)

1. Project Title Hauling and Land Application of Biosolids from the NEWPCC Biosolids Dewatering Facility.

2. Bidder

Name of Bidder

Street

City Province Postal Code

(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.

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. Qualification The Bidder has in the past performed the works listed on Form C: Qualification, appended hereto, which were similar in nature, scope and value to the Work for which this offer is made.

7. Subcontractors The Bidder proposes to subcontract key portions of the Work as listed on Form D: Subcontractors, appended hereto, and agrees that no other key portions of the Work will be subcontracted and no substitution of listed Subcontractors will be allowed without the prior approval of the Contract Administrator.

The Subcontractors to whom the Bidder proposes to subcontract key portions of the Work have in the past performed the works listed on Form D: Subcontractors, appended hereto, and for each Subcontractor, the works were similar in nature, scope and value to the portions of the Work which the Bidder proposes to subcontract to them. If no past works are listed, the Bidder represents that the Subcontractors are fully capable of performing the Work required to be done in accordance with the terms of the Contract.

8. Equipment The Bidder proposes to furnish, as a minimum, the equipment listed on Form E: Equipment, appended hereto, to perform the Work.

9. Equipment Delivery I/We agree to furnish the equipment for use in this Contract in accordance with the details shown on Form N: Equipment Delivery Schedule; appended hereto.

10. Bid Security In accordance with B13, 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.

11. Personnel Profile I/We propose that the persons named on Forms P and Q: Personnel Profile, appended hereto, will be the Project Manager and Application Foreman of this Work.

12. Maintenance Profile I/We propose that the maintenance capabilities and facilities outlined on Form R: Maintenance Profile, appended hereto, will be available for the duration of the Contract.

13. 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	_____
	_____		_____
	_____		_____

14. Signatures

In witness whereof the Bidder or the Bidder's authorized official or officials have signed this

_____ day of _____, 20_____ .

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

PART 1 - FORM C: QUALIFICATIONS
(see B10)

HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS DEWATERING
FACILITY

Year: _____	Value: _____
Client: _____	
Client Contact: _____	Telephone No.: _____
Description of contract: _____	

Year: _____	Value: _____
Client: _____	
Client Contact: _____	Telephone No.: _____
Description of contract: _____	

Year: _____	Value: _____
Client: _____	
Client Contact: _____	Telephone No.: _____
Description of contract: _____	

Year: _____	Value: _____
Client: _____	
Client Contact: _____	Telephone No.: _____
Description of contract: _____	

Name of Bidder

PART 1 - FORM D: SUBCONTRACTORS
(See B11)

HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS DEWATERING FACILITY

1. Portion of Work:			
Subcontractor: _____			
(Name)			

(Address)			
Qualifications:			
<u>Year</u>	<u>Description of Past Project</u>	<u>For Whom Work Was Performed</u>	<u>Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
2. Portion of Work:			
Subcontractor: _____			
(Name)			

(Address)			
Qualifications:			
<u>Year</u>	<u>Description of Past Project</u>	<u>For Whom Work Was Performed</u>	<u>Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
3. Portion of Work:			
Subcontractor: _____			
(Name)			

(Address)			
Qualifications:			
<u>Year</u>	<u>Description of Past Project</u>	<u>For Whom Work Was Performed</u>	<u>Value</u>
_____	_____	_____	_____
_____	_____	_____	_____

Name of Bidder

PART 1 - FORM E: EQUIPMENT

(See B12 and E22)

**HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS
 DEWATERING FACILITY**

Type	Make	Model & Year	Capacity	New or Used
A. Primary Equipment				
- Hauling Trailers (5)				
• Unit No. 1				2002 or newer
• Unit No. 2				2002 or newer
• Unit No. 3				2002 or newer
• Unit No. 4				
• Unit No. 5				
- Hauling Tractors (6)				
• Unit No. 1				
• Unit No. 2				
• Unit No. 3				
• Unit No. 4				
• Unit No. 5				
• Unit No. 6				
- Biosolids Applicator (1)				Used
- Biosolids Applicator (1)				New
- Tractor (1)				
- Discer (1)				
- Cultivator (1)				
- Backhoe (1)				
- Front End Loaders				
• Storage Pad (Rubber tired) (1)				
• Landfill (Tracked) (1)				
- Grader (1)				
B. Reserve Equipment				
- Hauling Trailers				
- Other				

Name of Bidder

PART 1 - FORM N: EQUIPMENT DELIVERY SCHEDULE

(see B12.2)

HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS DEWATERING FACILITY

The Bidder is required to complete this form and submit it at the time of tendering. The anticipated delivery date for each item of new equipment that will be purchased for this Contract must be stated. If equipment is currently owned, this shall also be indicated.

Equipment Type	Currently Owned	Equipment to be Purchased	Delivery Date
- Hauling Trailers			
• Unit No. 1			
• Unit No. 2			
• Unit No. 3			
• Unit No. 4			
• Unit No. 5			
- Hauling Tractors			
• Unit No. 1			
• Unit No. 2			
• Unit No. 3			
• Unit No. 4			
• Unit No. 5			
• Unit No. 6			
- Biosolids Applicator (Used)			
- Biosolids Applicator (New)			
- Tractor			
- Discer			
- Cultivator			
- Backhoe			
- Grader			
- Front End Loaders			
• Storage Pad			
• Landfill			

 Name of Bidder

PART 1 - FORM P: PERSONNEL PROFILE - PROJECT MANAGER
 (see B17)

**HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS
 DEWATERING FACILITY**

The Bidder is required to complete this form and submit it at the time of tendering. The information as requested herein must be provided.

1.	NAME:
2.	EDUCATION AND TRAINING:
	State 1) highest level attained - high school, community college, university
	2) diploma or degree received
	3) other certificates, courses, etc.
3.	EXPERIENCE:
	Provide current employment status. Describe experience stating description and level of responsibility, size and nature of operations worked on giving dates, details, etc. Focus on experience pertaining to management responsibility, farming, land application of biosolids and hauling. If necessary, please attach additional pages.

_____ Name of Bidder

PART 1 - FORM Q: PERSONNEL PROFILE - APPLICATION FOREMAN
 (see B17)

**HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS
 DEWATERING FACILITY**

The Bidder is required to complete this form and submit it at the time of tendering. The information as requested herein must be provided.

1.	NAME:
2.	EDUCATION AND TRAINING:
	State 1) highest level attained - high school, community college, university
	2) diploma or degree received
	3) other certificates, courses, etc.
3.	EXPERIENCE:
	Provide current employment status. Describe experience stating description and level of responsibility, size and nature of operations worked on giving dates, details, etc. Focus on experience pertaining to management responsibility, farming, land application of biosolids and hauling. If necessary, please attach additional pages.

Name of Bidder

PART 1 - FORM R: MAINTENANCE PROFILE

(see B17)

**HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS
DEWATERING FACILITY**

The Bidder is required to complete this form and submit it at the time of tendering. The information as requested herein must be provided.

1.	Description and location of maintenance and overhaul facility:
2.	Profile of facility mechanics:
3.	Description of mobile maintenance vehicle:

Name of Bidder

PART 1 - 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 two hundred thousand dollars (\$200,000), 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

TENDER NO. 569-2003

HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS DEWATERING FACILITY

as more fully set out in the Tender Package.

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)

PART 1 - FORM G1: BID BOND AND AGREEMENT TO BOND

(Page 2 of 2)
(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

TENDER NO. 569-2003

**HAULING AND LAND APPLICATION OF BIOSOLIDS
FROM THE NEWPCC BIOSOLIDS DEWATERING FACILITY**

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 Tender Package, if our Principal's Bid is accepted by you, such Performance Bond to be maintained and continue in full force and effect for a period of three (3) years from the commencement of work. Notwithstanding the terms of the Contract, non-renewal of the bond shall not be considered a default hereunder.

The Performance Bond shall be in the form specified in the Tender Package.
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)

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

**PART 1 - FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 1 of 2)
(See B13)**

(Date)

The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

RE: BID SECURITY - TENDER NO. 569-2003

**HAULING AND LAND APPLICATION OF BIOSOLIDS
FROM THE NEWPCC BIOSOLIDS DEWATERING FACILITY**

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.

**PART 1 - FORM G2: IRREVOCABLE STANDBY LETTER OF CREDIT AND UNDERTAKING
(BID SECURITY) (Page 2 of 2)
(See B13)**

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 13, 2004.

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 Tender Package, 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 Tender Package. 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)

**PART 2 - FORM A: TENDER
OFFER
(See B7)**

1. Project Title Hauling and Land Application of Biosolids from the NEWPCC Biosolids Dewatering Facility.

2. Bidder

Name of Bidder

Street

City Province Postal Code

(Mailing address if different)

Street or P.O. Box

City Province Postal Code

3. 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.

4. 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:4.

5. 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.

6. Contract The Bidder agrees that the Tender Package 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 Tender Submission.

7. Time This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) Calendar Days following the Submission Deadline.

8. Signatures In witness whereof the Bidder or the Bidder's authorized official or officials have signed this

_____ day of _____, 20_____ .

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

PART 2 - FORM B: PRICES
(See B9)**HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS DEWATERING FACILITY****UNIT PRICES**

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
1.	EQUIPMENT Capital costs for all equipment, including principal, interest, depreciation, salvage value, overhead and profit.	E22	month	12		
2.	MANPOWER Total direct labour costs including payroll burdens, overhead and profit for all personnel engaged by the Contractor.	E23	month	12		
3.	OPERATIONS Direct operating costs including overhead and profit associated with each of the following:					
	Hauling	E4				
	• from Dewatering Facility to Agricultural Lands	E7	wet tonne km	2,602,950		
	• from Dewatering Facility to Brady Road Landfill	E20	wet tonne	6,200		
	Biosolids Storage Pad Operation					
	• Delivery	E4	dry tonne	2,500		
	• Hauling to Agricultural Lands	E18	dry tonne km	155,000		
	Land Application					
	• Spreading	E4	dry tonne	12,168		
	• Incorporating	E19	dry tonne	12,168		

PART 2 - FORM B: PRICES
 (See B9)

HAULING AND LAND APPLICATION OF BIOSOLIDS FROM THE NEWPCC BIOSOLIDS DEWATERING FACILITY

UNIT PRICES

ITEM NO.	DESCRIPTION	SPEC. REF.	UNIT	APPROX. QUANTITY	UNIT PRICE	TOTAL PRICE
4.	ADDITIONAL UNIT PRICES					
	• Dust Control	E9	litre	20,000		
	• Ditch Crossings	E10	each	10		
	• Ditch Cleaning	E11	km	10		
	• Road Gravel (0-30 km)	E9	tonne	400		
	• Road Gravel (31-80 km)	E9	tonne	300		
	• Extra Tillage	E19	hectare	65		
	SUMMARY OF COSTS					
	Total for Year 1 Contract July 1, 2004 - June 30, 2005					
	Total for Year 2 Contract July 1, 2005 - June 30, 2006 (calculated as per B9)					
	Total for Year 3 Contract July 1, 2006 - June 30, 2007 (calculated as per B9)					
	Total for Year 4 Contract July 1, 2007 - June 30, 2008 (calculated as per B9)					
	Total for Year 5 Contract July 1, 2008 - June 30, 2009 (calculated as per B9)					

TOTAL BID PRICE (GST extra) (in figures) \$ _____

(in words) _____

 Name of Bidder