

SCHEDULE 4

PROPOSAL SUBMISSION FORM

TO: Region of Waterloo
Rapid Transit, Suite 800
50 Queen St. North, 8th Floor
Kitchener, Ontario
N2H 6P4

ATTENTION: Lisa Buitenhuis,
Manager, Procurement

NAME OF PROJECT: Region of Waterloo Stage 1 Light Rail Project

NAME OF PROPONENT: [Note: Insert name of Proponent.]

PROPONENT’S OFFER

In consideration of the Region’s evaluation of the Proponent’s Proposal in accordance with the RFP Documents and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we hereby agree as follows:

1 Definitions and Interpretation

1.1 Unless otherwise defined in this Proposal Submission Form, capitalized terms and expressions used in this Proposal Submission Form have the meanings given to them in the RFP Documents. Unless otherwise indicated in this Proposal Submission Form, where a Proponent is providing representations and warranties on its own behalf or on behalf of Proponent Team Members, such representations and warranties include the Proponent and the Proponent Team Members and their respective Advisors, subcontractors, employees or representatives.

2 Representations and Warranties

The Proponent represents and warrants as follows:

2.1 Except to the extent that we have sought and received written approval in accordance with RFP Section 3.6, there have been no changes to the Proponent, Proponent Team Members, proposed subcontractors, Key Personnel or other parties identified in our Prequalification Submission.

- 2.2 There have been no changes in circumstance that could have a material adverse effect on an Identified Proponent Party in a way which could impair the Proponent's ability to perform the obligations under the Project Agreement.
- 2.3 The Proponent has not, and to the best of our knowledge, our Proponent Team Members and Advisors have not, engaged directly or indirectly in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFP Process in contravention of RFP Section 3.3.2.
- 2.4 The Proponent has, and to the best of our knowledge, our Proponent Team Members and Advisors have, complied fully with RFP Section 3.3.4. We confirm that:
- (a) we have not discussed or communicated, directly or indirectly, with any other Proponent, any information whatsoever regarding the preparation of the Proponent's Proposal or the Proposal of the other Proponent in a way that would contravene Applicable Law; and
 - (b) we have prepared and submitted our Proposal independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Proponent.
- 2.5 We have and, to the best of our knowledge, our Proponent Team Members and Advisors have complied fully with RFP Sections 3.3.3, 3.8.3, 3.8.4(2) and the provisions of any confidentiality agreement entered into in connection with the RFP Process.
- 2.6 Except as listed in Section 5 of this Proposal Submission Form, we:
- (a) have not received Confidential Information of the Region that is relevant to the Project and that was not received through this RFP Process from the Region; and
 - (b) do not have an actual or perceived Conflict of Interest in respect of this Project.
- 2.7 At the time of submitting our Proposal, the Proponent and each Proponent Team Member is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been paid or satisfactory arrangements for their payment have been made and maintained.
- 2.8 Our Proposal is based on and relies solely upon our own examinations, knowledge, information, judgement, and investigations and not upon any statement, representation, investigation or information made or provided by the Region whether provided in the Data Room or in any other way whatsoever.
- 2.9 We have made ourselves familiar with all existing collective agreements, pension requirements, applicable labour provincial legislation and jurisprudence and rulings of the Ontario Labour Relations Board as they relate to or may affect the performance, including cost of performance, of the Project Agreement.

- 2.10 We have obtained tax advice from our own advisors and experts, including obtaining any advance interpretations or rulings that we consider appropriate or necessary in relation to the Project or Project Agreement.
- 2.11 This Proposal Submission Form has not been modified except to complete the required information.
- 2.12 We have made the necessary inquiries of our Team Members and Key Individuals in connection with the matters set out in this Schedule 4 and as set out in Schedule 5 – Proponent Team Member Declaration Form and Schedule 5A - Certificate of Officer of Proponent Team Member.

3 RFP Terms And Conditions Binding

- 3.1 By submitting this offer the Proponent and each of the Proponent Team Members agree to be bound by, and to comply with, and we confirm that we and each of our Proponent Team Members have complied with, the terms and conditions of the RFP Documents and acknowledge and agree that if we submit a Proposal without material deviations (or the Region chooses to waive a material deviation), in accordance with the RFP Documents requirements, a “bidding contract” (often referred to as Contract A) is created between the Proponent and the Region. The terms and conditions of the “bidding contract” are set out in the RFP.
- 3.2 We acknowledge and agree that this offer is irrevocable in accordance with the terms and conditions of the RFP Documents.
- 3.3 The Proponent acknowledges and agrees that its name and the name of each Prime Team Member will be made available to the public by Region.
- 3.4 We confirm that our Proposal is based on the terms and conditions of the RFP Documents and that the Proponent’s Price, as set out in our Price Submission Form is based on the RFP Documents. We acknowledge and agree that the Region may, in its sole discretion, accept the Proponent’s Proposal as submitted without negotiation or revision and without acceptance of any of the Proponent’s Innovation Submissions, Preferred Innovation Submissions or variances.
- 3.5 We acknowledge and agree that our Proposal is irrevocable until the expiration of the Proposal Validity Period (or the extended Proposal Validity Period, as applicable) despite any negotiations to revise the Project Agreement that may occur between the Proponent and the Region or between the Region and another Proponent.
- 3.6 We confirm that we have examined the RFP Documents in detail and have received all information and conducted all analysis that we deem necessary to submit our Proposal and we have received all pages of all documents constituting the RFP Documents.
- 3.7 We confirm that we have made all necessary inquiries with respect to Addenda issued by the Region, if any, and have ensured that we have received all Addenda to the RFP Documents that were issued.

- 3.8 We confirm that, in respect of each Innovation Submission and each Preferred Innovation Submission set out in our Proposal, we have listed all changes to the Proposal that would be required for that Innovation Submission or Preferred Innovation Submission, and we have provided any required revisions to the Proposal. If we have listed no required changes or provided no revisions to the Proposal in respect of any Innovation Submission or Preferred Innovation Submission, it means that no changes or revisions to the Proposal are required for that Innovation Submission or Preferred Innovation Submission. Except as expressly amended in the Innovation Submission or Preferred Innovation Submission, all provisions of the Proposal shall be considered incorporated into, and apply to, the proposed Innovation Submission or the proposed Preferred Innovation Submission, as applicable.
- 3.9 We confirm that all material impacts for each proposed Innovation Submission and each proposed Preferred Innovation Submission have been accounted for in the applicable Innovation Submission or Preferred Innovation Submission.
- 3.10 We confirm that our Financial Submission fully conforms with Section 2.0 of Part E of Part 2 of Schedule 3 of the RFP without deviation.

4 Preferred Proponent

- 4.1 We acknowledge and agree that if we are identified as the Preferred Proponent in accordance with RFP Section 8.1, we will provide the Letter of Credit to the Region in accordance with RFP Section 9.1 and provide all documentation otherwise required by RFP Section 9.

5 Conflicts of Interest and Confidential Information

- 5.1 The Proponent has made the necessary inquiries of its Proponent Team Members, Prime Team Members, and Key Personnel, as applicable, in connection with the matters set out in this Section 5 of this Proposal Submission Form and Schedule 5 – Proponent Team Member Declaration.
- 5.2 We confirm that, to the best of our knowledge, the following list represents a complete list of actual or potential Conflicts of Interest or any other type of unfair advantage in submitting the Proponent's Proposal:

Name of Party	Details of Actual or Potential Conflict of Interest or Instance of Unfair Advantage

5.3 We confirm that the following individuals participated in the preparation of our Proposal:

Name of Party	Business Address and Telephone Number

5.4 We confirm that, except as listed in the chart in this section or as provided by the Region during the RFP Process, we have not had access to, Confidential Information of the Region.

Type of Confidential Information	Description

IN WITNESS WHEREOF the Proponent has executed this Proposal Submission Form as of the date indicated below.

Date: _____

[NAME OF PROPONENT]

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/we have authority to bind the Proponent.