

SCHEDULE 4

PROPOSAL SUBMISSION FORM (TECHNICAL)

TO: The City of Winnipeg

ATTENTION: Scott Payne, Project Manager

NAME OF PROJECT: Design, Build, Finance (Operate) Maintain The City of Winnipeg's Southwest Rapid Transitway (Stage 2) and Pembina Highway Underpass

DATE: [•]

PROPONENT'S OFFER

In consideration of the City's evaluation of our 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:

A1. Definitions

A1.1 Unless otherwise defined in this Proposal Submission Form (Technical), capitalized terms and expressions used in this Proposal Submission Form (Technical) have the meanings given to them in the RFP Documents.

A2. Representations And Warranties

A2.1 The Proponent represents and warrants as follows:

- (a) Except to the extent that we have sought and received written approval in accordance with RFP Section C.7, there have been no changes to the Proponent, Prime Team Members, Team Members, proposed subcontractors, Key Individuals or other parties identified in our Prequalification Submission.
- (b) There have been no changes in circumstance that could have a material adverse effect on any of our Identified Proponent Parties in a way which could impair our ability to perform the obligations under the Project Agreement.
- (c) Except for those actions, suits or proceedings set out in Section A2.1(d) of this Proposal Submission Form (Technical), there are no actions, suits or proceedings pending that could have a material adverse effect on our ability to

carry out the Project or, to the best of our knowledge after reasonable inquiry, threatened against us or any Proponent Team Member and we are not aware of any ground on which such an action, suit or proceeding might be commenced.

- (d) All actions, suits and proceedings referenced in Section A2.1(c) of this Proposal Submission Form (Technical) are as follows:

[Note to Proponents: Add additional lines if necessary.]

1. _____
2. _____
3. _____

A2.2 We have not and, to the best of our knowledge after reasonable inquiry, our Proponent Team Members and Advisors have not, engaged 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 C.3.2.

A2.3 We have and, to the best of our knowledge after reasonable inquiry, our Proponent Team Members and Advisors have complied fully with RFP Section C.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 our Proposal or the Proposal of the other Proponents 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.

A2.4 We have and, to the best of our knowledge, our Proponent Team Members and Advisors have complied fully with RFP Sections C.3.3, C.9.3, C.9.4(b) and the provisions of any confidentiality agreement entered into in connection with the RFP Process.

A2.5 Except as listed in Section A4.1 of this Proposal Submission Form (Technical), we:

- (a) have not received Confidential Information of the City that is relevant to the Project and that was not received through this RFP Process from the City; and
- (b) do not have a Conflict of Interest in respect of this Project.

A2.6 At the time of submitting our Proposal, the Proponent and each Proponent Team Member is in full compliance with all tax statutes administered by [●] 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.

- A2.7 Our Technical Submission is based on and relies solely upon our own examinations, knowledge, information, judgment, and investigations and not upon any statement, representation, investigation or information made or provided by the City whether provided in the Data Room or in any other way whatsoever.
- A2.8 We have made ourselves familiar with all existing collective agreements, pension requirements, applicable labour provincial legislation and jurisprudence as they relate to or may affect the performance, including cost of performance, of the Project Agreement.
- A2.9 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.

A3. RFP Terms And Conditions Binding

- A3.1 By submitting this offer the Proponent and the Proponent Team Members agree to be bound by and to comply with the terms and conditions of the RFP Documents and acknowledge and agree that if we submit a Technical Submission without material deviations (or the City 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 City. The terms and conditions of the “bidding” contract are set out in the RFP Documents. For clarity, we acknowledge and agree that we are obliged to submit a Financial Submission on or before the Financial Submission Deadline and that a failure to do so will be a breach of our obligations in accordance with Contract A.
- A3.2 We acknowledge and agree that this offer is irrevocable in accordance with the terms and conditions of the RFP Documents.
- A3.3 We acknowledge and agree that having submitted a Technical Submission in accordance with the terms and conditions of the RFP Documents, we are contractually obliged to submit a Financial Submission.
- A3.4 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 us and the City or between the City and another Proponent.
- A3.5 We confirm that we have examined the RFP Documents in detail and confirm that we have received all pages of all documents constituting the RFP Documents.
- A3.6 We confirm that we have made all necessary inquiries with respect to Addenda issued by the City, if any, and have ensured that we have received all Addenda to the RFP Documents that were issued.
- A3.7 We confirm that the Proponent, each Proponent Team Member and each Key Individual has conducted itself with integrity and propriety and has not engaged in any inappropriate bidding practices or unethical behaviour in the course of this RFP Process, and there are no charges or investigations by a public body or convictions related to

inappropriate bidding practices or unethical behaviour by the Proponent, any Proponent Team Member or any Key Individual in relation to a public sector tender or procurement in any Canadian jurisdiction that:

- (a) are related to the Project;
- (b) may compromise the reputation or integrity of the City so as to affect public confidence in the Project; or
- (c) would contravene any applicable law or could have a material adverse effect on the Proponent, any Proponent Team Member or any Key Individual in a way which could impair the Proponent's, any Proponent Team Member's, or any Key Individual's ability to perform its obligations under the Project Agreement.

A4. Preferred Proponent

A4.1 We acknowledge and agree that if we are identified as the Preferred Proponent in accordance with RFP Section H.1, we will provide the Letter of Credit to the City in accordance with RFP Section I.1 and provide all documentation otherwise required by RFP Section I.

A5. Conflicts of Interest

A5.1 We acknowledge that we are obliged to report any Conflicts of Interest promptly in a written statement to the Contact Person in accordance with RFP Section C.10.1. We confirm that, to the best of our knowledge, the following list represents a complete list of Conflicts of Interest and includes those Conflicts of Interest that have already been reported to the City in accordance with RFP Section C.10.1:

Name of Party	Details of Conflict of Interest

[SIGNATURE PAGES FOLLOW – THE PROPONENT MUST SIGN THE PROPOSAL SUBMISSION FORM (TECHNICAL) IN A MANNER WHICH LEGALLY BINDS THE PROPONENT. YOU MAY ADJUST THE NUMBER OF SIGNING LINES AS REQUIRED.]

IN WITNESS WHEREOF the Proponent has executed this Proposal Submission Form (Technical) as of the date first above written.

[NAME OF PROPONENT]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Proponent.

PROPOSAL SUBMISSION FORM (FINANCIAL)

TO: The City of Winnipeg

ATTENTION: Scott Payne, Project Manager

NAME OF PROJECT: Design, Build, Finance (Operate) Maintain The City of Winnipeg's Southwest Rapid Transitway (Stage 2) and Pembina Highway Underpass

DATE: [•]

PROPONENT'S OFFER

In consideration of the City's evaluation of our 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:

A1. Definitions

A1.1 Unless otherwise defined in this Proposal Submission Form (Financial), capitalized terms and expressions used in this Proposal Submission Form (Financial) have the meanings given to them in the RFP Documents.

A2. Representations And Warranties

A2.1 The Proponent represents and warrants as follows:

- (a) There are no changes to the representations and warranties made by us in our Proposal Submission Form (Technical) submitted with our Technical Submission on or before the Technical Submission Deadline, except to the extent set out below:

- 1.
- 2.
- 3.

A3. RFP Terms And Conditions Binding

- A3.1 By submitting this Financial Submission the Proponent and the Proponent Team Members agree to be bound by and to comply with the terms and conditions of the RFP Documents and acknowledge and agree “bidding contract” (often referred to as “Contract A”) exists between the Proponent and the City. The terms and conditions of the “bidding” contract are set out in the RFP Documents.
- A3.2 We acknowledge and agree that our Proposal is irrevocable in accordance with the terms and conditions of the RFP Documents.
- A3.3 We acknowledge and agree that our Financial Submission is based on the terms and conditions of the RFP Documents and that our Proposal Price and Affordability Price, as set out in our Price Submission, and as adjusted pursuant to any Re-scoping Price Adjustment, as applicable, are based on the RFP Documents. We acknowledge and agree that the City may, in its sole discretion, accept our Proposal as submitted without negotiation or revision.
- A3.4 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 us and the City or between the City and another Proponent.
- A3.5 We confirm that we have examined the RFP Documents in detail and confirm that we have received all pages of all documents constituting the RFP Documents.
- A3.6 We confirm that we have made all necessary inquiries with respect to Addenda issued by the City, if any, and have ensured that we have received all Addenda to the RFP Documents that were issued.
- A3.7 We confirm that our Financial Submission fully conforms with Schedule 3, Part 3 to the RFP without deviation.
- A3.8 We confirm that the Proponent, each Proponent Team Member and each Key Individual has conducted itself with integrity and propriety and has not engaged in any inappropriate bidding practices or unethical behaviour in the course of this RFP Process, and there are no charges or investigations by a public body or convictions related to inappropriate bidding practices or unethical behaviour by Proponent, any Proponent Team Member or any Key Individual in relation to a public sector tender or procurement in any Canadian jurisdiction that:
- (a) are related to the Project;
 - (b) may compromise the reputation or integrity of the City so as to affect public confidence in the Project; or
 - (c) would contravene any applicable law or could have a material adverse effect on the Proponent, any Proponent Team Member or any Key Individual in a way

which could impair the Proponent's, any Proponent Team Member's, or any Key Individual's ability to perform its obligations under the Project Agreement.

A4. Preferred Proponent

A4.1 We acknowledge and agree that if we are identified as the Preferred Proponent in accordance with RFP Section H.1, we will provide the Letter of Credit to the City in accordance with RFP Section I.1 and provide all documentation otherwise required by RFP Section I.

A5. Conflicts of Interest

A5.1 We confirm that the Conflicts of Interest identified to the City prior to the Technical Submission Deadline and in our Proposal Submission Form (Technical) remain unchanged except to the extent identified below:

Name of Party	Details of Conflict of Interest

A6. Lender Exclusivity

A6.1 We confirm, in accordance with Section E.7 of the RFP, that we have not entered into any exclusivity arrangement with the Lenders with respect to the Project.

[SIGNATURE PAGES FOLLOW – THE PROPONENT MUST SIGN THE PROPOSAL SUBMISSION FORM (FINANCIAL) IN A MANNER WHICH LEGALLY BINDS THE PROPONENT. YOU MAY ADJUST THE NUMBER OF SIGNING LINES AS REQUIRED.]

IN WITNESS WHEREOF the Proponent has executed this Proposal Submission Form (Financial) as of the date first above written.

[NAME OF PROPONENT]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the Proponent.