

PLEASE READ THE FOLLOWING COMPLETELY AND CAREFULLY PAYING ATTENTION TO ALL REQUIREMENTS AND DATES.

CBC/Radio-Canada is seeking Proposals from industry in response to its Request for Proposals (“RFP”) for Bowen Island transmission assets sale.

1. SUMMARY OF REQUIRED GOODS/SERVICES:

The key objectives in issuing this RFP is as follows:

CBC/Radio-Canada is seeking offers for its transmission assets on an “as is, where is” basis located at Bowen Island, British Columbia. The transmission assets are located on BC crown land.

2. MANDATORY REQUIREMENTS FOR PARTICIPATION:

This RFP is opened only to Proponents who meet each of the following mandatory requirements as evidenced in its written request for RFP documents:

- 2.1 The proponent must have demonstrated experience as a tower operator.
- 2.2 The proponent is required to undertake its own due diligence on the assets at its own expense.
- 2.3 The minimum offer that will be considered for the assets is \$C 1,000,000.00
- 2.4 Only cash offers will be considered.
- 2.4 Proponent must be in a position to close the purchase and sale transaction within 90 days of the closing date of this RFP.

3. TO REQUEST THE RFP

3.1 The Proponent must submit no later than Thursday, July 14, 2016, 5:00 PM Eastern Time, an e-mail to the CBC/Radio-Canada Representative for this RFP (see item 5 below for co-ordinates).

The Proponent must include all documents required under item 2 above and written evidence that it currently meets each of the Mandatory Requirements with SIGNATURE of a duly authorized representative attesting that it does. If references are required, the letter must include the name of the references.

If you have not received acknowledgement of your request within forty-eight (48) hours it is your responsibility to resubmit your request.

3.2 The Proponent is to include the co-ordinates of the person in its organization who shall be the sole contact for the purpose of this RFP as follows:

- 3.2.1 Legal Name of Proponent;
- 3.2.2 Name of Contact;
- 3.2.3 Title;
- 3.2.4 E-mail Address;
- 3.2.5 Telephone Number;
- 3.2.6 Mobile Number;
- 3.2.7 Address (Street, City, Province/State, Country, Postal Code);
- 3.2.8 Website URL

4. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (“NDA”)

The Proponent must complete and sign CBC/Radio-Canada’s standard Confidentiality and Non-Disclosure Agreement. (To download a copy click on “Order” below). Please note that in order to maintain total integrity and fairness CBC/Radio-Canada will not entertain changes to the NDA which, at this point, is for the purpose of this RFP.

Following receipt of the signed NDA and CBC/Radio-Canada’s positive assessment of your company’s submissions, you will be provided with an electronic copy of the RFP document.

5. CONTACT WITH CBC/RADIO-CANADA

Any contact with CBC/Radio-Canada at this stage of the RFP must be undertaken by e-mail only, which will be addressed to the CBC/Radio-Canada Representative for this RFP, whose co-ordinates appear below. All e-mails pertaining to this RFP must state the RFP reference number (RFP MTIS20150620) in the “Subject” of the e-mail.

CBC/Radio-Canada Representative:

Richard Wiebe
Senior Manager - Strategic Sourcing, Supply Management
Corporate Finance & Administration
CBC/Radio-Canada

E-mail: sms.rfp@cbc.ca

6. RECEIPT OF PROPOSALS

Proposals in response to this RFP are due no later than Wednesday, August 31st, 2016, 2:00 PM Eastern time.

VEUILLEZ LIRE ATTENTIVEMENT TOUT CE QUI SUIT EN PRÊTANT ATTENTION À TOUTES LES EXIGENCES ET DATES.

CBC/Radio-Canada invite les membres de l'industrie à répondre à sa Demande de propositions (DP) relative à vente des actifs de transmission de Bowen Island

1. SOMMAIRE DES BIENS ET SERVICES REQUIS

Les principaux objectifs de la présente DP sont les suivants :

CBC/Radio-Canada lance un appel d'offres pour vendre ses actifs de transmission situés à Bowen Island, en Colombie-Britannique. Les actifs de transmission sont vendus « en l'état et sur place », et sont situés sur les terres de la Couronne.

2. EXIGENCES OBLIGATOIRES

La présente DP est ouverte seulement aux soumissionnaires qui sont en mesure de satisfaire à chacune des exigences obligatoires énoncées ci-après, tel qu'il est attesté dans leur demande écrite pour recevoir les documents de la DP :

- 2.1 Le soumissionnaire doit posséder une expérience confirmée en exploitation de pylônes.
- 2.2 Le soumissionnaire devra effectuer le contrôle préalable des actifs lui-même et à ses frais.
- 2.3 Seules les offres de 1 000 000 \$ CAD minimum seront étudiées.
- 2.4 Seules les offres d'achat au comptant seront retenues.
- 2.5 Le soumissionnaire doit être en mesure de conclure la transaction d'achat et de vente dans un délai de 90 jours après la date de clôture de la présente DP.

3. DEMANDE DES DOCUMENTS DE LA DP :

3.1 Pour obtenir les documents de la DP, le soumissionnaire doit faire parvenir au plus tard le jeudi 14 juillet 2016, à 17 h, heure de l'Est, un courriel au représentant de CBC/Radio-Canada responsable de cette DP (se reporter à la section 5 ci-dessous pour ses coordonnées).

Le soumissionnaire doit inclure tous les éléments requis à la section 2 ci-dessus et attester par écrit au moyen de la SIGNATURE d'un représentant autorisé qu'il satisfait à toutes les exigences obligatoires. Si des références sont exigées, la lettre doit inclure le nom des personnes qui fourniront des références.

Si vous n'avez pas reçu d'accusé de réception de votre demande dans les 48 heures, il vous incombe de soumettre de nouveau votre demande.

3.2 Le proposant doit inclure les coordonnées de la personne qui, au sein de son organisation, sera le seul contact aux fins de la présente DP, et ce, de la manière suivante :

- 3.2.1 Dénomination sociale du soumissionnaire
- 3.2.2 Nom de la personne-ressource
- 3.2.3 Titre
- 3.2.4 Adresse de courriel
- 3.2.5 Numéro de téléphone
- 3.2.6 Numéro de cellulaire
- 3.2.7 Adresse (rue, ville, province/État, pays, code postal)
- 3.2.8 Adresse URL du site web

4. ENTENTE DE CONFIDENTIALITÉ ET DE NON-DIVULGATION

Le soumissionnaire doit remplir et signer l'entente de confidentialité et de non-divulgence standard de CBC/Radio-Canada. (Pour télécharger un exemplaire de l'entente, cliquer sur le lien « Commander » ci-dessous). Il est à noter que, pour assurer une intégrité et une équité totales, CBC/Radio-Canada n'acceptera pas que des modifications soient apportées à l'entente de non-divulgence qui, dans le présent contexte, vise spécifiquement la DP.

À la réception de l'entente de non-divulgence signée et suite à l'évaluation positive de CBC / Radio-Canada des soumissions de votre entreprise, un exemplaire sous format électronique de la DP vous sera transmis.

5. COMMUNICATIONS AVEC CBC/RADIO-CANADA

À cette étape-ci du processus de la DP, toute communication avec CBC/Radio-Canada doit se faire par courriel seulement et être adressée au représentant de CBC/Radio-Canada responsable de la présente DP, dont les coordonnées figurent ci-dessous. Tous les courriels se rapportant à la présente DP doivent comporter le numéro de référence de la DP (DP n° MTIS20160620) dans la ligne de mention « Objet ».

Représentant de CBC/Radio-Canada :

Richard Wiebe
Chef, Approvisionnement stratégique, Gestion des approvisionnements
Finances et Administration nationales
CBC/Radio-Canada

Courriel : sms.rfp@cbc.ca

6. RÉCEPTION DES PROPOSITIONS

La date limite pour soumettre une proposition en réponse à la présente DP est le mercredi 31 août 2016, 14 h, heure de l'Est.



Good Day,

Your company has been invited to submit a proposal for "Sale of Bowen Island Transmission Assets" under RFP MTIS20160620 for CBC/Radio-Canada.

CBC/Radio-Canada will be making its 2016 decision based on the responses to this RFP, therefore all information and pricing is critical.

The information provided by your company will be treated strictly confidential and will be used by CBC/Radio-Canada as it pertains to CBC/Radio-Canada's requirements only.

Your response to this RFP is **due no later than Wednesday, August 21, 2016, 2:00 p.m. Eastern Time.**

Your co-operation in preparing a response to this request is greatly appreciated.

We look forward to your reply

Regards,

A handwritten signature in black ink, appearing to be "RW" or similar initials, written in a cursive style.

Richard Wiebe
CBC/Radio-Canada
Senior Manager, Strategic Sourcing – Supply Management

Cc: Martin Marcotte SENIOR DIRECTOR
 TS - TRANSMISSION, MEDIA TECH & INFRASVCS



REQUEST FOR PROPOSALS

RFP MTIS20160620

Sale of Bowen Island Transmission Assets**Issue Date: June 28, 2016****Closing Date: August 31, 2016**

CANADIAN BROADCASTING CORPORATION/SOCIÉTÉ RADIO-CANADA

The Canadian Broadcasting Corporation/Société Radio-Canada ("CBC/Radio-Canada") is Canada's national public broadcaster. It was created by an Act of Parliament on November 2, 1936, and is currently governed by the 1991 *Broadcasting Act as Amended*. CBC/Radio-Canada is accountable to the Parliament of Canada through the Minister of Canadian Heritage, to whom it submits an Annual Report and a Corporate Plan. For more detailed information on CBC/Radio-Canada, including its services and its financing, please consult cbc.radio-canada.ca.

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PART I: INTRODUCTION

1. Objectives

The key objective in issuing this Request for Proposals (“RFP”) is to identify CBC/Radio-Canada's future Supplier(s) of Goods/Services required for CBC/Radio-Canada.

CBC/Radio-Canada is seeking proposals for the purchase of its Bowen Island, British Columbia transmission assets including the assignment of active revenue license agreements.

A more detailed description of the Goods/Services covered by the RFP is provided in Appendix A (Scope of Work).

You will find in the table below a schedule for this RFP process:

Table 1: Critical Dates in the RFP Process

CRITICAL DATES	DUE DATES
Publication of invitation notice to respond to the RFP, on MERX system	June 28, 2016
Receipt of Proponents requests for a copy of RFP (signed Confidentiality and Non-Disclosure Agreement and qualification as per CBC/Radio-Canada Invitation Notice)	No later than July 14, 2016
CBC/Radio-Canada responds to requests to receive the RFP and sends the RFP to qualified Proponents via e-mail	June 28, 2016
Receipt of Proponents' request by CBC/Radio-Canada for the site visit	July 15, 2016
Site visit (optional)	July 27, 2016
Receipt of Proponents' questions by CBC/Radio-Canada	No later than August 10, 2016
CBC/Radio-Canada provides response to Proponents' questions	No later than August 17, 2016
RFP Submission Closing Date	August 31, 2016 2:00 p.m. Eastern Standard/Daylight Savings Time
Announcement of Proponent selection	TBD

Note: CBC/Radio-Canada reserves the right to modify the critical dates in any manner. It will notify all Proponents of any such modification.

PART II: GENERAL PROVISIONS

This part of the document describes the general provisions underlying this RFP. Please refer to Appendix B for a description of the Key Legal Elements to be included in any Agreement with CBC/Radio-Canada or for the Sample Agreement to be signed with CBC/Radio-Canada.

1. Proposal:
The Proponent offers to provide to CBC/Radio-Canada, upon the terms and conditions set out in the RFP, the proposal and any other document forming part of this RFP, the Goods/Services detailed herein and at the price set out in the proposal or as otherwise agreed to by the parties.
2. Important Legal Notices to all Proponents:
The Proponent understands and agrees to the following:
 - a) Independent Process:
Except if otherwise provided for in this RFP, this RFP is a process completely independent from any discussions that CBC/Radio-Canada or its representatives may have had prior to this RFP process with Suppliers who are interested in submitting a Proposal, whether or not such discussions were for the provisions of Goods/Services similar to the ones included in this RFP, and that CBC/Radio-Canada is not bound by such prior discussions;
 - b) Proposal Does Not Constitute an Agreement:
The making of a Proposal by the Proponent shall not constitute an agreement with CBC/Radio-Canada to provide the Goods/Services covered by the RFP;
 - c) Selection Does Not Necessarily Result in a Contractual Relationship:
The selection by CBC/Radio-Canada of a Proponent's Proposal, if any, and selection of a Proponent, as a potential Supplier, shall not necessarily result in a contractual relationship between CBC/Radio-Canada and such Proponent;
 - d) CBC/Radio-Canada's Liability:
CBC/Radio-Canada's liability shall be limited to that which arises from any resulting Agreement;
 - e) Confidentiality Agreement and Submission Form:
The Proponent is legally bound by the terms and conditions in Part II, Section A.1, Confidentiality and Non-Disclosure Agreement of this RFP and by the terms of the Submission Form attached to this RFP;
 - f) Privacy Legislation:
CBC/Radio-Canada is subject to the *Privacy Act* (the "Act") and any personal information accessed by the Proponent during this RFP process must be treated in accordance with the Act and CBC/Radio-Canada's Privacy Policy (a copy can be obtained at: <http://www.cbc.ca/aboutcbc/discover/privacy.html>).
3. Critical Dates:
The critical dates associated with this RFP are outlined in Part I - Table 1: Critical Dates in the RFP Process. CBC/Radio-Canada may change these dates at its discretion but will notify all the Proponents of any changes. Without further written notice from CBC/Radio-Canada said critical dates are non-extendable.
4. Validity of Proposals:
The Proponent agrees that its Proposal is firm and valid for one hundred and eighty (180) calendar days from the Submission Closing Date.
5. Term of Agreement:
The Agreement resulting from this RFP will be solely for a one time sale of Goods/Services.

6. **Proposal Costs and Expenses:**

This RFP does not commit CBC/Radio-Canada to pay any cost incurred in the submission of Proposals, or cost incurred in making necessary studies for the preparation thereof, or to contract for any Goods/Services. A Proponent shall take into account that, in any Proposal and negotiations relating thereto for an Agreement, all expenses including travel, living, incidental and other out-of-pocket expenses shall be borne by the Proponent.
7. **Revision of the RFP:**

CBC/Radio-Canada reserves the right to revise this RFP at any time prior to the RFP Submission Closing Date. Any revisions shall be issued as addenda to the RFP and shall be distributed to all Proponents by registered mail, courier, facsimile or email, at CBC/Radio-Canada's discretion. When an addendum is issued, the RFP Submission Closing Date may be extended by CBC/Radio-Canada if, in its opinion, more time is necessary to enable Proponents to revise their Proposals. The addendum shall clearly state any change to the RFP Submission Closing Date.
8. **Clarification from Proponent:**

CBC/Radio-Canada may request clarification where a Proponent's intent is unclear or may waive requirements or request amendments from Proponents where, at the sole discretion of CBC/Radio-Canada, there is an irregularity or omission in the information submitted in a Proposal which does not substantially affect such Proposal.
9. **Acceptance or Rejection of Proposal:**

CBC/Radio-Canada reserves the right, at its sole discretion, to accept, or reject in whole or in part, at its sole discretion, any Proposal, submitted in response to this RFP with or without further discussion or negotiation.
10. **Cancellation of RFP:**

At any time, CBC/Radio-Canada may cancel this RFP in whole or in part at no cost to CBC/Radio-Canada without liability to Proponents and reasons for cancellation need not be given.
11. **Proponent's Examination of the RFP:**

A Proponent shall be deemed to have carefully examined this RFP including all Appendices. If a Proponent should have any doubt as to the meaning of any portion thereof, it shall be its sole responsibility to request clarifications from CBC/Radio-Canada as per the process provided for in Part II, Section B (Queries).
12. **RFP Information and Disclaimer:**

This RFP has been prepared for informational purposes only and upon the express understanding that it will be used solely for the purposes set forth in the RFP. This RFP does not purport to necessarily contain all the information that a Proponent may require in connection with the purpose for which it is issued. In providing this RFP, CBC/Radio-Canada has no obligation to provide the Proponent with access to any additional information. CBC/Radio-Canada expressly disclaims any and all liability for any errors or omissions that may be contained in this RFP and makes no representations or warranties, expressed or implied, as to the accuracy or completeness of this RFP.
13. **Communication Between Proponents:**

Proponents shall not discuss or communicate with any other Proponent or any employee, representative or agent of any other Proponent about the preparation of their Proposal. Each Proposal shall be prepared without any connection, knowledge, comparison of information or arrangement with any other Proponent (or any employee, representative or agent thereof) and each Proponent will be responsible to ensure that its participation in this RFP process is conducted in accordance with all applicable laws, fairly and without collusion or fraud.
14. **Publicity and Corporate Identification:**

A Proponent shall not use CBC/Radio-Canada's corporate identification or name in any advertisement, promotion or otherwise without the prior written consent of CBC/Radio-Canada, which may be delayed or withheld without explanation.

15. English and French Versions:

In case of discrepancies between the terms of the English version and those of the French version, (if provided), or discrepancies as to the meaning or the interpretation of those terms, the English version will supersede the French version.

16. Conditional Approval:

The Agreement resulting from this RFP may be conditional to the approval of CBC/Radio-Canada's Board of Directors and may be conditional to the issuance of an order in Council after having obtained the approval of the Treasury Board.

17. Governing Laws:

This RFP is governed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

SECTION A: PROPONENT'S INSTRUCTIONS

1. Confidentiality and Non-Disclosure Agreement
CBC/Radio-Canada considers the information contained in this RFP to be confidential and proprietary. Accordingly, Proponents acknowledge to be bound by a Confidentiality and Non-Disclosure Agreement with CBC/Radio-Canada executed prior to receiving a copy of this RFP.
2. Proponent Information:
Proponents' confidential information must be clearly identified as "Confidential Information". Subject to any right of CBC/Radio-Canada under this document to release or disclose information, CBC/Radio-Canada will treat in a confidential manner any information submitted in the Proposal which is clearly identified in writing by the Proponent as being confidential. Proponent recognizes that CBC/Radio-Canada is subject to *The Access to Information Act*, R.S. 1985, c. A-1. and that records held by CBC/Radio-Canada may be subject to a request for access and be disclosed if no exclusion or exemption provided for in the Act apply.
3. Consortium Formed to Constitute a Proponent:
 - a) Formation and Lead Proponent:
A group of entities may form a consortium to constitute a Proponent. In this case, members of the consortium must designate one entity to act as lead for the "collective" Proponent and must so advise CBC/Radio-Canada in writing prior to the submission of their Proposal. This lead Proponent shall act as the single point of contact between CBC/Radio-Canada and the consortium and everywhere in this document where there are references to a Proponent, it shall be understood to refer to the lead Proponent until such time as an agreement is reached with the consortium.
 - b) Information Required:
The lead Proponent shall provide full details regarding the members of the consortium, including the identity, proposed role and any other information that could reasonably be required by CBC/Radio-Canada concerning any contractors, financial institutions and other entities or persons who, acting alone or together, would have an interest in the consortium and would be directly and indirectly involved in the RFP process. Audited financial statements for the past two (2) years and complete and detailed financial, management and technical contributions and guarantees of the lead Proponent and the other members of the consortium shall be provided. These financial statements are also required in the event of a consortium where a new legal entity is being formed to respond to this RFP.
4. Disclosure of Litigation Against Proponent
Proponent shall provide in its Proposal a clear statement setting out the nature and extent of any material litigation pending against it, or against entities collaborating to constitute a Proponent (reference Part II, Section A.3 (Consortium Formed to Constitute a Proponent) above), that may affect its ability to fulfill any of its obligations as a Supplier of CBC/Radio-Canada for the Goods/Services relating to the RFP.
5. Proposal Security:

A Proposal Security is not required for this RFP.
6. Language:
The Proponents can choose to submit their Proposals in either English or French, in accordance with Part II Section 15 (English and French Versions). A French version (if available) of this RFP can be obtained by contacting CBC/Radio-Canada's Representative, via email, whose coordinates appear in Part II, Section B.1 (Proponent Queries). Please note that as per Part II, Section 15 (English and French Versions) the English version has precedence over the French version.

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7. Response Methodology:
Proponents shall clearly indicate in their Proposal, responses to each part and section of this RFP by using the same numbering and cross referencing to the numbers used in the RFP. Whenever specified in this RFP, Proponents shall use MANDATORY response grids in order to provide responses and shall comply with instructions included in the grids.
8. Return of Proposals:
Proposals are to be submitted according to the instructions in Part II, Section A.11 (Proposal – Format) of this RFP. CBC/Radio-Canada will not assume responsibility for Proposals directed to any other location by any other method of communication than those described in Part II, Section A.11(Proposal – Format).
9. Prices and Taxes:
Unless otherwise specified by CBC/Radio-Canada, all prices quoted shall be net prices in Canadian funds including Canadian customs duties and excise taxes, but excluding applicable sales taxes. All applicable taxes shall be shown separately from the net prices, by province.
10. Mandatory Aspects of Proposals:
It is MANDATORY that a Proposal submitted in response to this RFP:
- (a) be a conforming Proposal addressing and responding to each and every numbered or lettered item of this RFP (in accordance with Part II, Section A.7 (Response Methodology) above;
 - (b) be valid for not less than one hundred and eighty (180) calendar days from the RFP Submission closing date;
 - (c) includes a Submission Form (attached as Appendix C) signed by an authorized representative of the Proponent.
11. Format of Proposal:
Proponent must submit its Proposal electronically using the MERX website.
- The Proposal must be submitted **in two (2) distinct sections** and each page should clearly indicate the name of the Proponent, the name of the document, and the number of the RFP (see number on cover page of this document):
- Goods/Services (non-financial) Proposal: The Proposal must include all appendices (excluding the pricing appendices, financial statements and financial stability appendix) and must be submitted in two (2) distinct files:
 - one complete single PDF file (non-protected) and;
 - one file of each document in its original software application format (Word, Excel etc) and without read/write protection.
 - Pricing Proposal: The Proposal must include pricing appendices, financial statements (if required) and the financial stability appendix and must be submitted in two (2) distinct files:
 - one complete single PDF file (non-protected) and;
 - one file of each document in its original software application format (Word, Excel etc.) and without read/write protection.

12. RFP Submission Closing Date:

Proposals must be received by CBC/Radio-Canada, via electronic submission to the MERX website (www.merx.com) in accordance with Part I, Table 1: Critical Dates in the RFP Process.

The Proponent has the sole responsibility for the timely receipt of a Proposal by CBC/Radio-Canada. The Proponent cannot transfer such responsibility to CBC/Radio-Canada. The MERX clock shall be used to determine the time of receipt of the Proposal, whether the time indicated on such clock is accurate or not. Partial Proposals, amendments or revisions which are received after the date and time for the RFP Submission Closing Date will not be accepted.

Please note: All and any notices from MERX will be sent to the person registered with MERX on Proponent's behalf.

SECTION B: QUERIES

1. Proponent Queries:

Proponents may have queries, require further information or clarification, or discover certain omissions or ambiguities in the RFP documents. If so, or if there is any doubt about the meaning of any part of this RFP, questions must be submitted in accordance with Part I, Table 1: Critical Dates in the RFP Process. Questions must be submitted Appendix E (Question Form) to the following contact(s):

To: Senior Manager, Supply Management
Name: Richard Wiebe
E-mail: sms.rfp@cbc.ca

2. CBC/Radio-Canada Responses:

CBC/Radio-Canada responses to RELEVANT and applicable questions/queries will be provided to all Proponents simultaneously in writing by way of an addendum. The name of the Proponent posing the question will remain confidential.

3. Written Communication Only:

Information will not be provided orally by CBC/Radio-Canada. Proponents must have written confirmation from CBC/Radio-Canada for any changes, alterations, etc., made by CBC/Radio-Canada concerning this RFP.

All communications concerning this RFP including, but not limited to, requests for conferences, inquiries, explanations, etc. with CBC/Radio-Canada must be made in writing to the individual(s) identified in Part II, Section B.1 (Proponent Queries). Any communication concerning this RFP with CBC/Radio-Canada, its personnel or with persons acting on its behalf, other than as indicated herein, may result in Proposal disqualification.

Proponents should clearly indicate the number of the RFP in all written communications with CBC/Radio-Canada, particularly in the title of their communications or in the subject (see number on cover page of this document).

SECTION C: EVALUATION PROCEDURE OF THE PROPOSALS

1. **Proposal Not a Tender:**

Proposals received in response to this RFP are submitted on a voluntary basis and shall not constitute tenders. CBC/Radio-Canada is not obligated to accept any Proposal, including without limitation, the lowest cost Proposal, or to enter into negotiations to put an Agreement in place with a Proponent.
2. **Proposal Compliance:**

Designated CBC/Radio-Canada representatives will evaluate all compliant Proposals submitted on time. It is understood and accepted by the Proponent that all decisions on whether the Proposal meets (or to what degree it meets) the stated requirements is the sole judgement of CBC/Radio-Canada. A Proposal may be considered non-compliant if it is not supported by proper and adequate details.
3. **Evaluation Criteria:**

After receipt of the Proposals, CBC/Radio-Canada will review and evaluate each Proposal to determine those Proponents that are of interest. Criteria used in assessing and evaluating Proposals include but are not limited to the ones set out in Appendix A (Scope of Work). Proposals will also be evaluated based on the Proponent's compliance with all specifications of this RFP including the Sample Purchase and Sale Agreement.

As part of CBC/Radio-Canada's Social and Economic Development objectives, should two or more Proposals obtain the same highest score, based on the evaluation criteria set out in Appendix A (Scope of Work), CBC/Radio-Canada will favour in the following order:

 - i. the Aboriginal business (as defined in the Set-Aside Program for Aboriginal Business (SPAB) of Indian and Northern Affairs Canada), or
 - ii. the company registered to the Federal Contractors Program for Employment Equity or any recognised equivalent program.
4. **Formal Presentations to CBC/Radio-Canada:**

As part of the selection process after the RFP Submission Closing Date, CBC/Radio-Canada reserves the right to invite certain Proponents to make formal presentations of their Proposal. No additional critical information (not included in the Proposals) shall be provided by Proponents during presentations to CBC/Radio-Canada. CBC/Radio-Canada also reserves the right to conduct evaluations and verifications with certain of the Proponents of their respective Goods/Services, at CBC/Radio-Canada's premises and/or Proponent's premises and/or one of the Proponent's customer site, to ensure adherence to the requirements and specifications set out in this RFP.
5. **Right to Negotiate:**

CBC/Radio-Canada may elect to accept, in its sole discretion, one or more Proposals during or after the evaluation process and proceed to negotiate with one or more Proponents in a manner deemed necessary by CBC/Radio-Canada to serve its requirements and objectives without affording a similar opportunity to other Proponents.
6. **Communication of the Selection Results:**

All Proponents will be informed by email of CBC/Radio-Canada's selection at the end of the selection process.
7. **Negotiation:**

Forthwith upon, but no later than ninety (90) calendar days following receipt by a Proponent of a written notice by CBC/Radio-Canada that it has been selected as a potential selected Proponent pursuant hereto, CBC/Radio-Canada and such potential selected Proponent shall commence good faith negotiations to execute and deliver an Agreement containing the following: (i) all of the terms and conditions of the Proposal, subject to such amendments, deletions or additions thereto as CBC/Radio-Canada may require; (ii) provisions of the Sample Agreement or Key Legal Elements outlined in Appendix B; (iii) any other terms and conditions

that this RFP states shall be included in the Agreement; and (iv) such other terms and conditions as CBC/Radio-Canada and the potential selected Proponent may agree upon.

Without limiting the generality of Section 10 of Part II (Cancellation of RFP) if, after the above mentioned ninety (90) calendar day period, the parties have been unable to settle on an acceptable Agreement, CBC/Radio-Canada, in its sole discretion, may: (i) extend the negotiation period for up to a further sixty (60) calendar days unless otherwise agreed by both parties, or; (ii) upon two (2) calendar days notice, terminate discussions with this Proponent and commence discussions with another Proponent to enter into an Agreement. For the avoidance of doubt, notwithstanding anything to the contrary, CBC/Radio-Canada will be able to enter in simultaneous negotiations with multiple Proponents at any time.

8. Sample Agreement:

If a Proponent would not be prepared to agree to provisions of the Sample Agreement attached as Appendix B (Sample Agreement) the Proponent shall identify in the response grid attached as Appendix D (Compliance Grid – Sample Agreements), the provision(s) to which it objects, explain the reasons for such objection, and provide alternative provision(s) which it would find acceptable. A Proponent's objection to provisions of the Sample Agreement without reasonable grounds is a factor upon which CBC/Radio-Canada may rely in determining that a Proponent will not be selected as a potential Supplier. If a Proponent is selected as a potential Supplier notwithstanding an objection to any such provisions, this shall not preclude CBC/Radio-Canada from pursuing the inclusion of such provisions in the Agreement, and CBC/Radio-Canada shall not be deemed to have accepted any alternative provision(s) suggested by the Proponent. CBC/Radio-Canada shall not be precluded from including other terms and conditions in an Agreement that are required to implement the terms of this RFP or of the applicable Proposal, and CBC/Radio-Canada shall not be precluded from negotiating with a potential Supplier provisions in the Agreement which supplement or contradict the terms and conditions of the Sample Agreement, even if the Supplier has not objected to such provisions. If there is a conflict between the provisions of the Sample Agreement and the provisions which this RFP (exclusive of Appendix B (Sample Agreement)) requires be included in an Agreement, the provisions of this RFP (exclusive of Appendix B (Sample Agreement)) shall prevail.

9. Agreement:

CBC/Radio-Canada reserves the right to draft any Agreement arising out of the acceptance of a Proposal. Any additional information provided to or requested by CBC/Radio-Canada during the RFP and any negotiations may be used and incorporated into the Agreement.

10. Proposals Retention:

Proposals submitted in response to this RFP will not be returned, but will be retained or destroyed by CBC/Radio-Canada.

SECTION D: PROPOSAL STRUCTURE AND CONTENT

The Proposals submitted must include the following sections in the order they appear and must be numbered as indicated below:

Submission Form:

The Submission Form (attached as Appendix C), completed and signed by an authorized representative of the Proponent.

Table of Contents:

This section should include section and sub-section headings and page numbers.

1. Corporate Profile

Proponent must complete the Company Information Response Grid (Appendix A1)

2. General Compliance Section:

As per Part II, Section A.7 (Response Methodology) this section shall indicate Proponent's compliance to the Sample Agreement (attached as Appendix B) by using the MANDATORY response grid attached as Appendix D (Compliance Grid).

3. Response Section:

As per Part II, Section A.7 (Response Methodology) this section shall indicate the Proponent's responses to all requirements stated in Appendix A (Scope of Work) by using the same numbering and cross referencing to the numbers in Appendix A (Scope of Work).

4. Conflict of Interest:

The Proponent must certify that it does not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, with the contractual obligations arising out of an Agreement with CBC/Radio-Canada. Where applicable, a Proponent must declare in its Proposal any situation that may be a conflict of interest in submitting its Proposal or, if selected, with the contractual obligations arising out of an Agreement with CBC/Radio-Canada.

5. Other Relevant Information:

Any additional information that serves as evidence of the Proponent's capacity to meet the RFP requirements.

APPENDIX A – SCOPE OF WORK

Request for Proposals RFP # MTIS20160620

Sale of Bowen Island Transmission Assets

Strategic Sourcing Manager: Richard Wiebe

Prepared by: Martin Marcotte P Eng MBA, Senior Director, MTIS Transmission
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A.1 OBJECTIVE(S) OF THIS REQUEST FOR PROPOSALS

CBC/Radio-Canada is seeking proposals for the purchase of its Bowen Island, British Columbia transmission assets including the assignment of active revenue license agreements.

A.2 CURRENT SITUATION

CBC/Radio-Canada currently operates a communications facility on Bowen Island, British Columbia located on BC Crown land.

The strategic location of this facility makes it an attractive location for communications users to link services between Vancouver and the Sea to Sky highway.

In July 2012, CBC/Radio-Canada ceased analog over the air television broadcasting across Canada thereby making the Bowen Island site surplus to its own requirements.

A.3 DESCRIPTION OF MANDATE OR GOODS/SERVICES

A3.1 Invitation to Submit Proposals

CBC/Radio-Canada wishes to divest itself in whole of its Bowen Island transmission Assets including Site towers, buildings and supporting infrastructure (together the Site, transmission towers, buildings and supporting infrastructure are referred to as the "Assets") by selling them to interested parties. The Assets are located on BC Crown land. Provided the proponent undertakes to continue to operate the Site as a communications facility, CBC/Radio-Canada will undertake to assign the BC Crown lease to the successful proponent if any.

To this end, CBC/Radio-Canada is soliciting Proposals for the acquisition of its Transmission Site Assets (at this location) Assets through a sale of these Assets.

Proponents interested in submitting an offer for the acquisition of the CBC/Radio-Canada transmission assets located at Bowen Island, British Columbia will first be required a standard form Non-Disclosure Agreement (NDA) with CBC/Radio-Canada.

Upon NDA signature by both parties, the proponent will be granted access to an electronic data room, through Merx, to view the following documents:

- RFP Documents
- Property survey
- Hazardous materials report
- Enhanced Phase 1 Environmental Site Assessment
- Active revenue license agreements
- A sample purchase and sale agreement – to be made available week of July 4, 2016.

CBC/Radio-Canada's objective is to seek maximum value for the Corporation, while maintaining an open, fair and transparent sales process.

The successful Proponent, if any, will enter into a Letter Agreement with CBC/Radio-Canada following which a more fulsome Purchase and Sale Agreement will be transacted.

Proponent acknowledges that the Assets presented for sale to the Proponent will be "as is where is" to be inspected by interested parties at the expense of those interested parties. In addition, Proponent is responsible for all (as applicable) duties, tariffs, excise taxes and shipping charges etc., related to the sale of any Assets. For clarity, CBC/Radio-Canada is not responsible for any expenses incurred by the purchaser.

No representations, warranties or indemnities will be provided by CBC/Radio-Canada in connection with the proposed divestiture.

The selected proponent, if any, may be required to provide information or representation at a future date if required by the Office of the Auditor General.

Proponents are required to undertake their own due diligence with respect to the site, the assets and or existing license agreement documentation [NTD: check this wording with legal]

A3.2 Site Visit

In addition to access to the data room, a single site visit will be scheduled for **July 27, 2016**. To participate in the site visit, proponents must make request in writing indicating names or proponent representatives that will be in attendance by **July 15, 2016**. The meeting point for the site visit will be:

Talon Helicopters Ltd.
4380 Agar Drive
Richmond, BC
Canada V7B 1A3
T [+1.604.214.3585](tel:+16042143585)
F [+1.604.214.3586](tel:+16042143586)
mail@taloncopters.com

Proponents are required to contact Talon Helicopters directly to make arrangements for transportation payment and insurance requirements no later than **July 15, 2016**. Departure time will be 10:00am Pacific Time.

A CBC/Radio-Canada representative will provide a tour of the facilities however no questions will be answered during the site visit. Proponents must submit any questions in writing prior or post the visit to the authorized CBC/Radio-Canada representative.

A.4 GENERAL REQUIREMENTS

A.4.1 Proposal Conditions

A4.1.1 Only proposals for all transmission assets located at Bowen Island BC will be considered.

A4.1.2 The minimum amount of an offer for all transmission assets located at Bowen Island BC is C\$1,000,000.00.

A4.1.3 Only all cash proposals will be considered.

A.4.2 Bilingualism

The proponent's proposal, and all proponent documents, communications and services for this RFP may be submitted to the CBC/Radio-Canada in either French or English.

A.5 TECHNICAL AND/OR PROFESSIONAL REQUIREMENTS

A.5.1 Statutory and legal Obligations

The successful Proponent may be required to comply with the following obligations:

A.5.1.1 Compliance with Statutory Requirements

The successful Proponent shall be required to comply with all applicable federal, provincial and municipal statutory and regulatory requirements, including but not limited to the Canadian Environmental Assessment Act, the Species at Risk Act, any and all applicable provincial environmental laws and regulations and any and all municipal by-laws and building codes.

A5.1.2 Compliance with Structural Standards

The Canadian Standards Association (CSA) is a not-for-profit membership-based association serving business. Its standards are used to assess structural adequacy of towers. Towers must meet the then current version of the applicable CSA standards when modifying or erecting new towers or proposing to add loads to existing tower.

A5.1.3 Transport Canada/Nav Canada

The federal Minister responsible for Transport Canada has published, under Section 5.9(3) of the Aeronautics Act and Section 601.19 of the Canadian Aviation Regulations standards for the marking and lighting of towers which constitute a hazard to air navigation.

The standard that currently applies to CBC/Radio-Canada towers in Canada is under the General Operating and Flight Rules Standards, 621.19, Standard Obstruction Markings. Nav Canada, when notified, issues a NOTAM (Notice to Airmen) when failure of the marking and lighting of towers has occurred. The successful Proponent will be responsible for the follow-up of NOTAM's with Nav Canada.

A5.1.4 Health Canada Safety Code 6

Health Canada Safety Code 6 (SC-6) specifies acceptable exposure limits for the general public and occupationally exposed workers. All CBC/Radio-Canada Sites meet, or will meet, SC-6 standards. The successful Proponent will have to respect SC-6 requirements, but must undertake that it will not require CBC/Radio-Canada to reduce its RF emissions power levels below their current levels in order to accommodate the addition of other RF emitters at any Site.

A.6 COMMERCIAL REQUIREMENTS

A.6.1 Management of mandate

A.6.1.1. Business relationship and responsibilities

The Proponent shall demonstrate its expertise as a knowledgeable and experienced tower operator in the Canadian market.

A.6.1.2. Financial stability

The Proponent shall demonstrate it has the financial capacity and stability to close on the contemplated transaction.

A.8 EVALUATION CRITERIA

CBC/Radio-Canada will evaluate the Proposals in accordance with such criteria as it deems appropriate, including but not limited to the evaluation criteria set out below.

- Quality of Proponent's response and compliance with specifications 20%;
- Price/financial value of Proposal 80%;

APPENDIX C
SUBMISSION FORM
Request for Proposals
RFP # MTIS20160620
Sale of Bowen Island Transmission Assets
Issued on June 28, 2016

To: Richard Wiebe
Senior Manager, Supply Management
CBC/Radio-Canada

Complete legal name of Proponent: (the "**Proponent**"),

hereby certifies that the attached documents are the Proposal of the Proponent (the "**Proposal**") in response to the here above mentioned Request for Proposals issued by CBC/Radio-Canada (the "**RFP**").

The Proponent acknowledges that the RFP is not an offer by CBC/Radio-Canada and that the submission of its Proposal in response to this RFP, does not form a contract between CBC/Radio-Canada and the Proponent.

The Proponent hereby confirms its availability to provide the Goods/Services to CBC/Radio-Canada in accordance with the RFP and the Response, and agrees that this offer is irrevocable for one hundred and eighty (180) calendar days from the RFP Submission closing date.

The Proponent hereby confirms its agreement with all of the conditions of the RFP and acknowledges and agrees that its obligations to CBC/Radio-Canada under the Confidentiality and Non-Disclosure Agreement made between the Proponent and CBC/Radio-Canada as a condition of the Proponent receiving the RFP continue in full force and effect.

See attached list of appendices that form part of your RFP response package.

DATED THIS DAY OF , .

Signed by:
Complete legal name of Proponent:

Per:

Name:

Title:
I hereby certify that I have authority
to bind the Proponent

Per:

Name:

Title:
I hereby certify that I have authority
to bind the Proponent

The following appendices, properly filled out, form part of the RFP response package

Appendix	Title
A1	Company Information Response Grid
C	Submission Form (must be signed)
D	Compliance Grid - Agreement

All questions you have regarding this RFP must be sent by email, using this form, to the designated CBC/Radio-Canada contact(s) in accordance with Section B: Queries, 1. Proponent Queries of Main Document. Please complete yellow highlighted areas, ensure your questions are visible in the cells, and submitted no later August 10, 2016.

Proponent's Legal Name:					
					PROPONENT QUESTIONS
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