



CCC

Canadian Commercial Corporation
Corporation Commerciale Canadienne

**REQUEST
FOR PROPOSAL**

FOR

**A SERVICE PROVIDER FOR THE OPERATION OF TEN
CANADIAN COMMERCIAL CORPORATION
REPRESENTATIVE OFFICES IN THE PEOPLE'S REPUBLIC
OF CHINA**

CCC Project # 104268.106

**Questions must be submitted to CCC no later than:
14H00 Eastern Daylight Savings Time (EDT), Ottawa, Wednesday January 10, 2018**

Closing Date: Monday January 15, 2018 14H00 EDT

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Part I: Instruction to Proponents

1. Background and Scope

The Canadian Commercial Corporation (CCC) is a Canadian federal crown corporation established by an Act of the Canadian Parliament in 1946 for the purpose of providing assistance in the development of trade between Canada and other nations. CCC provides a variety of services to Canadian companies wishing to export their product internationally, including CCC's prime contractor service, whereby CCC takes on the role of prime contractor with an international buyer and flows these contractual obligations back to the Canadian supplier. This gives the buyer added assurance that the project will be completed according to its terms and conditions. CCC also procures goods and services for international programs funded by other Canadian government departments for delivery to international recipients. CCC's headquarters are located in Ottawa, province of Ontario, Canada.

In order to support and promote the expansion of Canada's commercial activities in the People's Republic of China (PRC), CCC has established one Representative Office (RO) in each of the following ten cities: Chengdu in Sichuan province, Nanjing in Jiangsu province, Shenyang in Liaoning province, Shenzhen in Guangdong province, Wuhan in Hubei province, Qingdao in Shandong province, Xi'an in Shaanxi province, Hangzhou in Zhejiang province, Xiamen in Fujian province, and Tianjin in Tianjin municipality.

CCC seeks to engage a firm (the "Service Provider") to provide a complete solution related to managing the ten ROs, which includes comprehensive professional expertise and services on all issues. The Service Provider would be responsible for the management of the ROs, including but not limited to, contract management (annual audit), human resources (payroll source deduction calculations and coordination with employment agencies), office management (lease renewals), financial management & administration (bookkeeping, vouchers compliance, corporate tax preparation and filing, annual inspection, banking support) and reporting and billing (the "Services").

The duration of the Services would be three (3) years from the date of effectivity plus two additional one-year option periods, which may be exercised by CCC in accordance with the Contract.

2. Definitions

- **"Contract"** means the legally binding document that includes all of the obligations to be fulfilled by the Service Provider should CCC award a contract as a result of the Request for Proposal, which appears as Part V -Contract, of this Request for Proposal.
- **"CCC"** means the Canadian Commercial Corporation, a Canadian federal crown corporation established by an Act of the Canadian Parliament, reporting to the Parliament of Canada through the Minister of International Trade.
- **"Evaluation Board"** means the group of individuals named by CCC to evaluate and rate compliant Proposals;
- **"Offices" or "ROs"** means the ten Representative Offices that CCC operates in the Peoples Republic of China.
- **"Optional Services"** means the services described in Part VI, which may be exercised by CCC in accordance with the Contract;
- **"PRC"** means the Peoples Republic of China
- **"Price Proposal"** means fully completed Form E – Price Proposal Form
- **"Principal Consultant"** means the member of the Service Provider's organization who manages the Project for the Service Provider and is responsible for oversight of all activities related to the Project.
- **"Project Team"** means those specific individuals who are identified in the Proponent's Proposal and considered critical for the performance of the Services and Optional Services due to frequent communication with CCC;

- **“Proponent”** means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal.
- **“Proposal”** means the Technical Proposal and the Price Proposal submission made by a Proponent in response to this Request for Proposal
- **“RFP”** means this Request for Proposal
- **“Service Provider”** means the Proponent who enters into a written Contract with CCC.
- **“Services”** means all the activities to be provided by the Service Provider related to the management of the ROs, as described in the Statement of Work
- **“Technical Proposal”** means the Proponents response to the Mandatory and Point-Rated technical requirements

3. RFP Documents

The documents for the RFP (hereinafter “RFP Document”) consist of:

Part I:	Instruction to Proponents
Part II:	Conditions of Proposal
Part III:	Evaluation Procedures for Proposals
Part IV:	Technical Requirements (Mandatory and Point-Rated Requirements)
Part V:	Sample Contract (CCC Terms and Conditions)
Part VI:	Proposal Submission Forms

Any amendment to the RFP documents issued prior to the date set for receipt of Proposals.

4. Source of Funds

- 4.1. The Canadian Commercial Corporation is a federal Crown corporation and will be the source of funds for this project.
- 4.2. The continuity of the Project is contingent on receiving the appropriate internal and external approvals. If the required approvals are not received the Project may be terminated in whole or in part, without any responsibility or liability of CCC for a Proponents costs in preparing and submit a Proposal.
- 4.3. The Project is also contingent on receiving appropriate funding. If funding cannot be secured, the Project will be terminated. Should the Project be terminated for any reason CCC will not be liable to any Proponent for any damages of any nature whatsoever.

5. Instruction for Submitting a Proposal

- 5.1. The Proponent’s complete Proposal must be submitted by email in Adobe Acrobat PDF format to BIDS@CCC.ca and received by CCC no later than Monday January 15, 2018 at 14H00 EDT (“Closing Date”). Proposals received by CCC after the Closing Date will not be considered.
- 5.2. Proposals must be submitted using a “two-file” electronic submission as follows:
 - 5.2.1. The first file (“File 1”) must include the technical component of the Proposal (“Technical Proposal”) that should consist of a fully detailed response to the requirements as described in Part IV- Technical Requirements of this RFP (“Requirements”), in the same order as the Requirements are listed. The first file (“File 1”) must also include completed Forms A to F.
 - 5.2.2. The second file (“File 2”) must include the Price Proposal (“Price Proposal”), which should consist of a fully completed Form F – Price Proposal Form.
 - 5.2.3. Together, File 1 and File 2 must comprise the Proponent’s Proposal (“Proposal”). Proposals should include the following text in the subject line of the submission email:

“PROPOSAL FOR SERVICE PROVIDER FOR CCC REPRESENTATIVE OFFICES IN CHINA”

- 5.3. The Proposal must be organized in an identical fashion to, and reference the same section, sub-section, paragraph numbers and items, as the RFP document.
- 5.4. It is important to note that CCC's e-mail system does not accept e-mails greater than 20 MB (20,971,520 bytes) in volume. Therefore, Proponents are encouraged to submit their Proposal using multiple smaller e-mails if required. CCC recommends that Proponents advise the Project Officer in writing by e-mail that a Proposal has been submitted so that it can be retrieved in the unlikely event that the full Proposal has been blocked by CCC's antispam protection system.
- 5.5. The Proponent must complete the forms as instructed throughout this RFP. Maximum number of pages of the Proposal is thirty (30), not including cover letter, title page, and annexes included with the RFP to be completed by the Proponent.

6. Clarification of RFP Document

- 6.1. The Project Officer is responsible for the establishment of the RFP and its administration. All enquiries and communications regarding the RFP are to be directed in writing ONLY to the Project Officer. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

The Project Officer is: Ashton Doyle
Canadian Commercial Corporation (CCC)
350 Albert, 7th floor, Ottawa, Ontario K1A 0S6
Email: BIDS@CCC.ca

- 6.2. You may make enquiries regarding this RFP up to Wednesday January 10, 2018 at 14H00 EDT by sending an email to the Project Officer.
- 6.3. All enquiries should quote the Request for Proposal Number (104268.106) on the correspondence. All enquiries must be in writing. All enquiries and responses will be posted on Buy and Sell (<https://buyandsell.gc.ca/>), where the RFP was originally posted, for the information of all Proponents.
- 6.4. A Proponent may request that a response to an enquiry pertaining only to the Proponent who submitted the enquiry be kept confidential by clearly marking the enquiry "Commercial in Confidence" if the Proponent considers the enquiry to be commercially confidential.
- 6.5. CCC will have sole and absolute discretion to determine if any enquiry marked "Commercial in Confidence" must be responded to confidentially or not. If CCC decides the enquiry should not be responded to confidentially, the Proponent will have the opportunity to either withdraw the enquiry or receive a written response that will be posted on Buy and Sell.
- 6.6. All email communications with, or delivery of documents to, the Project Officer will be deemed as having been received by the Project Officer on the dates and times recorded by the Project Officer's electronic equipment.
- 6.7. The Proponent agrees not to hold CCC responsible for any issues associated with the transmission and receipt of the Proposal regardless of any cause of failure in the transmission and receipt of your Proposal.
- 6.8. CCC will only post this RFP on Buy and Sell and is not responsible for information posted on other websites.

7. Amendment of the RFP Document

- 7.1. At any time prior to the deadline for submission of Proposals, CCC may amend the RFP by issuing an amendment.

7.2. Any amendment issued shall be part of the RFP and shall be posted with the opportunity on Buy & Sell. Proponents are responsible to ensure they have the current version of the RFP including all clarifications and amendments. CCC encourages all Proponents to check the Buy & Sell website (<http://www.buyandsell.gc.ca>) regularly to ensure that they have the latest set of RFP documents as may be amended from time to time.

7.3. CCC may, at its discretion, extend the deadline for submissions of Proposals. Any change in the submission deadline will be posted on the Buy & Sell website as an amendment to the RFP.

Part II: Conditions of Proposal

1. **Language of Proposals:** All Proposals must be submitted in the English or the French language.
2. **Acknowledgement:** Submission of a Proposal constitutes acknowledgement that the Proponent has read the RFP documents including any amendments issued prior to the closing date.
3. **Cancellation by CCC without Liability:** CCC reserves the right to cancel the RFP at any time, and Proponents agree not to hold CCC liable for any such cancellation.
4. **Proposal Validity:** Proposals must remain open for acceptance for a period of not less than one hundred and twenty (120) days from the Closing Date of Proposal including pricing.
5. **Proposal Amendment:** Proposals may not be amended after the Closing Date but may be amended after submission before the Closing Date.
6. **Computation Errors:** In case of error in computation of a Proponent's Price Proposal, the unit price will govern.
7. **Costs of Proposals:** The Proponent will bear all costs associated with the preparation and submissions of their Proposals and contract negotiations. CCC will have no liability for any expense incurred by Proponents in the preparation of the Proposal or for any damage allegedly resulting from any Proponent's failure to participate in later phases of the solicitation process or to be awarded the Contract.
8. **Responsiveness:** Proposals that are qualified with conditional clauses or that include alterations, items not called for in the RFP documents, or irregularities of any kind, may be considered non-responsive and may be rejected by CCC in its sole discretion.
9. **Reservation of Rights by CCC:** CCC reserves the right, in its sole discretion, to exercise the following rights and privileges with regards to this RFP, for which CCC shall not be held liable by, or responsible to, any Proponent:
 - 9.1. Reject any or all of the Proposals with no financial liability to any Proponent;
 - 9.2. Issue a new RFP to temporarily or permanently abandon the RFP in whole or in part with no financial liability to any Proponent;
 - 9.3. Issue Addenda for the purpose of clarification, information, supplements or changes to this RFP;
 - 9.4. Request additional information or documents and conduct discussion and correspondence with any or all Proponents;
 - 9.5. Waive minor deficiencies, informalities, and irregularities in the Proposal including the correction of mathematical errors, which are obvious on the face of the Proposal;

9.6. Reject any Proposal where the Proponent fails the CCC internal financial due diligence assessment, if an assessment is required by CCC;

9.7. Reject any Proposal where the Proponent fails the CCC internal integrity due diligence assessment, included as Annex B, if an assessment is required; and

9.8. In the event of a sole compliant Proponent, CCC reserves the right to conduct a fair value assessment on the Proposal, to cancel or amend the RFP, to negotiate with the sole compliant Proponent on price or any other matter, and to re-issue the RFP to additional parties.

10. **Restrictions on Submittals:** A Proponent may submit only one (1) Proposal in response to this RFP. If a Proponent submits multiple Proposals, such Proponent will be immediately disqualified, and no consideration will be given to any of the Proposals submitted by that Proponent.
11. **Commitment by CCC:** The Proposal and any other information submitted by Proponents in response to this RFP will become the property of CCC. Issuance of this RFP does not commit CCC to proceed with the solicitation process or to enter into a Contract. CCC makes no guarantee that an award of contract will be made as a result of the RFP or any resulting RFP. CCC reserves the right to re-solicit for Proposals, to temporarily or permanently abandon the procurement in whole or in part, and /or to delete any item/requirement from this RFP or any resulting RFP when deemed by CCC, in its sole discretion, to be most advantageous to CCC and in its best interests.
12. **Non-Collusion:** Any evidence of agreement or collusion among Proponents and prospective Proponents acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the Proposals of such Proponents void.
13. **Governing Law:** This RFP and any subsequent Contract will be governed by the laws in force in the Province of Ontario, Canada.
14. **Negotiations:** While CCC may enter into the Contract without prior negotiation, or consultation with any or all of the Proponents, CCC reserves the right to negotiate with any Proponent designated as the Preferred Proponent.
15. **Debriefing:** A debriefing may be provided, on request, following entry by CCC into a Contract with the Preferred Proponent. Should an unsuccessful Proponent desire a debriefing, that Proponent should notify the Project Officer identified in Part I, Section 6, Article 6.1 within ten (10) days following receipt of notification by CCC that the Proponent was unsuccessful. The debriefing will include an outline of the strengths and weaknesses of the Proponent's Proposal referring to the Evaluation Criteria described in Part IV. The confidentiality of information contained in Proposals from other Proponents will be protected but the Proponent who is awarded a Contract may be identified. The debriefing may be provided in writing, by telephone or in person, at CCC's sole discretion.

Part III: Evaluation Procedures for Proposals

CCC shall use the factors, methods, criteria, and requirements set out in Parts III and IV of this RFP to evaluate the Proposals. The Proponent must remain compliant with all mandatory requirements of this RFP and compliancy may be reviewed prior to any Contract award.

1. Evaluation Procedures

- 1.1. The Evaluation Board will first determine if the Proponent has met the mandatory criteria described in the Evaluation Grid in Part IV, Section 1 Mandatory Requirements. All Proposals that meet all the mandatory requirements as set out in the Evaluation Grid shall be considered compliant. Any Proposal which does not meet the mandatory criteria will be immediately

declared non-compliant and will not be evaluated further. The Proposal will be declared non-compliant if any certification made by the Proponent is found to be untrue or misleading, whether made knowingly or unknowingly.

1.2. The Evaluation Board will then evaluate the Technical Proposals of all compliant Proposals. The Evaluation Board will evaluate the Technical Proposals based on the criteria stated in Part IV Sections 2, Point-Rated Requirements (“Rated Requirements”), and will assign points based on the Rated Requirements. The maximum number of points to be awarded for each Rated Requirement is described in the Proposal Rating Chart in Part III Article 1.3. The Proponent must receive a minimum fifty percent (50%) score for each Rated Requirement and must receive an overall minimum technical score of at least sixty percent (60%) to be considered for Contract award (“Technical Score”).

1.3. Proposal Rating Chart:

Rating	Minimum Pass Mark	Maximum Points per Criteria
R1 Management Plan for this Project	10	20
R2 Number of offices in the PRC	5	10
R3 Number of employees locally and worldwide	2	4
R4 Number of offices outside the PRC	3	5
R5 Number of foreign clients outside the PRC	3	5
R6 Proponents comparable projects	8	16
R7 Principal Consultants comparable projects	8	16
R8 Project Team’s comparable projects	11	21
R9 Transition plan	2	4
MINIMUM PASS MARK		61
TECHNICAL SCORE		/101

1.4. If the Technical Proposal is deemed compliant in accordance with the criteria set forth in Parts III, Article 1.3, CCC will proceed to review the Proponent’s Price Proposal. CCC will review the Price Proposal and determine the bid price, which is the total of the Firm Fixed Price, the Pricing for Optional Services - Extension of Time and the Pricing for Optional Services – Change of Chief Representative, excluding any GST or HST (“Bid Price”). The points for the Price Proposal will be calculated as follows:

Firm Fixed Price: $(\text{LOW BID} / \text{CURRENT BID}) \times 30 =$ Proponent’s score out of 30 possible points

Pricing for Optional Services - Extension of Time: $(\text{LOW BID} / \text{CURRENT BID}) \times 10 =$ Proponent’s score out of 10 possible points

Pricing for Optional Services – Additional Services: $(\text{LOW BID} / \text{CURRENT BID}) \times 5 =$ Proponent’s score out of 5 possible points

1.5. CCC shall rectify mathematical errors in the Price Proposal on the following basis:

1.5.1. If the total obtained by adding or subtracting subtotals is not accurate, the subtotals will prevail, and the total will be rectified.

1.5.2. If there is a contradiction between the price indicated in words and in figures, the amount in words will prevail, unless this amount is affected by a mathematical error, in which case the amount in figures will prevail, subject to Part II, Article 6. When the evaluation procedures are completed, CCC will inform the Proponent of any adjustment made.

2. Three Top Proponents Advance to Oral Presentation and Reference Checks

- 2.1. Compliant Proposals will be ranked based on the sum of the Technical Score and Bid Price (“Sub-Total Score”). The three Proponents who receive the highest Sub-Total Score, will be invited to participate/make a mandatory oral presentation and may have their references checked (“Reference Check”).
- 2.2. The oral presentation shall be conducted live in Ottawa, Canada or by videoconference (“Oral Presentation”). The Proponents may choose either of these two (2) options but must make its selection and advise CCC in writing within five (5) days before the scheduled date of the Oral Presentation. The Proponent will be responsible for all expenses incurred for the purpose of its participation in the Oral Presentation.
- 2.3. The Proponent must pass the Oral Presentation process to be considered for Contract award. Proponents must receive a minimum required score of 15 out of 30 points to pass the Oral Presentation.
- 2.4. During the Oral Presentation, the Principal Consultant of the Proponent will present its management plan for the Project as described in its Proposal R1 and present its Project Team along with their individual credentials. All Project Team members will be required to participate in the Oral Presentation as described below. The presentation should be between ten (10) and twenty (20) minutes in duration, and the Proponent will limit its discussion to the plans and information provided in its Proposal. The Oral Presentation will be followed by a question and answer session by the Evaluation Board. The combined time for the Oral Presentation and questions and answers, shall not exceed one (1) hour.
- 2.5. Points for the Oral Presentation (“Oral Presentation Score”) will be allocated as follows:

Criteria	Maximum Points per Criteria
<u>Clarity and Conciseness</u> : Whether communication is clear; direct, and easily understood; whether it expresses concisely and accurately the information that was included in the Proponent’s Proposal, Part IV, Section 2, Criteria R1. Communication is brief and to the point.	5
<u>Verification of Language Requirement</u> : All Project Team members’ presentations will be assessed for their ease of conversing in English, sentence structure, grammar and vocabulary.	5
<u>Inflection, Volume Tone, Cadence and Pace</u> : Appropriate animation and level for room and audience. Tone is appropriate throughout the oral presentation and the question and answers. Speaks at appropriate speed to maintain interest yet not too quickly.	5
<u>Knowledge of services of each Project Team member</u> : All Project Team members knowledge of their area of expertise.	10
In addition to the assessment criteria listed, the candidate will be assessed on non-verbal communication, e.g. eye contact, hand gestures, ability to listen, persuasiveness, time management, and the ability to handle on the spot questions/discussions with poise and confidence.	5
MINIMUM PASS MARK	15
ORAL PRESENTATION SCORE	/30

- 2.6. Following the Oral Presentation, CCC may decide to check references. Should CCC check references, points for the reference checks (“Reference Check Score”) will be allocated as follows:

Weak or no evidence of some behaviours. (0-3 points)	Moderate evidence of some behaviours. (4-7 points)	Strong evidence of most or all behaviours. (8-10 points)	Unable to assess (UTA)
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Criteria	Raw Score	Weight	Evaluation Score
Knowledge and Problem Solving (3 points)	/10	.3	
Timeliness (3 points)	/10	.3	
Overall Satisfaction (4 points)	/10	.4	
REFERENCE CHECK SCORE		1.0	/10

3. Preferred Proponent

- 3.1. Following the Oral Presentation and Reference Checks, the Evaluation Board will designate a preferred proponent. The preferred proponent will be the Proponent with the highest total score ("Preferred Proponent"), which is the combined Technical Score, Bid Price, Oral Presentation Score, and Reference Check Score ("Total Score"). In the case of a tie, the Proponent submitting the lower Bid Price for the services will be recommended as the Preferred Proponent. The Preferred Proponent must then successfully complete CCC's financial due diligence and integrity due diligence, as described below in Articles 3.2 and 3.3.
- 3.2. Financial Due Diligence: Once a Preferred Proponent has been identified and in order for the Preferred Proponent to demonstrate its financial capacity to successfully complete the Project, the Preferred Proponent must submit to CCC any financial information requested by CCC, within five (5) business days following CCC's request. Failure to provide the requested financial information within the required timeframe may result in the disqualification of the Preferred Proponent. If the requested financial information, such as an income statement, a balance sheet, a statement of cash flows, the last two (2) years of financial statements along with accompanying notes, does not sufficiently demonstrate the Preferred Proponent's financial capacity to successfully complete the Project at CCC's sole and absolute discretion, CCC may request additional information, guarantees and/or securities. It will be at CCC's sole and absolute discretion to determine if the Preferred Proponent has demonstrated its financial capacity to successfully deliver the Project.
- 3.3. Integrity Due Diligence: Once a Preferred Proponent has been identified and in order for the Preferred Proponent to demonstrate its commitment to conduct business with integrity, the Preferred Proponent must successfully complete and submit to CCC the Integrity Compliance Instruction – Due Diligence Questionnaire attached at Annex B. The Preferred Proponent must also submit to CCC any other related information requested by CCC, within five (5) business days following CCC's request. Failure to provide the requested information within the required timeframe may result in the disqualification of the Preferred Proponent. If the requested information does not sufficiently demonstrate the Preferred Proponent's capacity to meet CCC's Corporate Social Responsibility Framework, Annex A, successfully at CCC's sole and absolute discretion, CCC may disqualify the Preferred Proponent

4. Recommendation of the Evaluation Board

4.1. The Proponent receiving the highest Total Score, and successfully completing CCC's two due diligence verifications, is the first entity that the Evaluation Board will recommend for award of the Contract.

5. Contract

5.1. In the event of a Contract award, CCC will notify the Preferred Proponent in writing by email. Should the Preferred Proponent's offer be accepted, a Contract, substantially in the form of Part V, will be issued shortly thereafter. CCC may decide to negotiate with the Proponent prior to entering into the Contract. If in CCC's judgement, a Contract cannot be reached with the highest ranked Proponent, CCC may begin negotiations with the second highest ranked proposal, and so on and so forth.

Part IV: Technical Requirements

1. Mandatory Requirements

Mandatory Requirements and Evaluation Criteria		Compliance
M1	Proponents must sign and submit a fully completed Form A, Proposal Submission Form.	Yes or No
M2	Proponents must submit a fully completed Annex E, including a team matrix, which identifies the Project Team, and the roles of the individual members with specific reference to the Statement of Work in Part V, Appendix B.	Yes or No
M3	Proponents must demonstrate that all members of the Project Team possess the professional designation required to practice their specialty in the relevant jurisdiction(s) in the PRC by providing a copy of the professional designation.	Yes or No
M4	Proponents must demonstrate that it currently has an office in Beijing in the PRC and has been operating there for at least two years by submitting the business registration documents of its Beijing office.	Yes or No

2. Point-Rated Requirements

	Point - Rated Evaluation Criteria	Scoring Factors	Minimum Pass Mark	Proponent's Score
R1	The Proponent should: <ul style="list-style-type: none"> a. Demonstrate an understanding of the goals of the Project and its overall approach to the Project b. List and describe any constraints, issues and risks that may affect the management of the project, how they will be managed and be overcome. c. Its technical, managerial and operational capability to provide the services described in the RFP. d. How the Proponent would obtain any required expertise in relevant Canadian and Chinese legal, tax or accounting issues, as required. e. How the services will be managed to ensure coordination, organisation, cost control as well as communication efficiency. 	0 points – did not provide, 2 points - response was short and vague lacking details, 4 points – response was very detailed, demonstrating strong understanding of requirement	10/20	/20
R2	The Proponent should have offices in, at a minimum, five (5) of the ten (10) following cities and submit the business registration documents indicating the date of opening of its offices in the following cities: Shenzhen;	1 point per office	5/10	/10

	<p>Chengdu; Qingdao; Wuhan; Nanjing; Shenyang; Xi'an; Hangzhou; Tianjin; and Xiamen</p> <p>The 5 offices must have been operating before the Posting Date of this RFP.</p>			
R3	<p>The Proponent should have more than one-hundred (100) employees in the PRC and more than two hundred (200) worldwide. Provide breakdown of number of employees in the PRC and the number of employees worldwide.</p>	<p>>100 in PRC=2 points >200 worldwide =2points</p>	2/4	/4
R4	<p>The Proponent should have up to five (5) offices outside of Asia.</p>	<p>1 point per office up to a maximum of 5 points</p>	3/5	/5
R5	<p>The Proponent should have foreign clients (non-profit or government organizations) outside of the PRC.</p> <p>References may be checked. The Proponent should provided the following information for each client: name, address, phone and fax of client contact at working level.</p>	<p>1 point per client up to a maximum of 5 points</p>	3/5	/5
R6	<p>The Proponent should provide two (2) projects undertaken by the Proponent in China within the last five (5) years, using Form B, that included:</p> <ol style="list-style-type: none"> Providing similar services, such as performing annual audits, payroll source deduction calculations and coordination with employment agencies, lease renewals, bookkeeping, vouchers compliance, corporate tax preparation and filing, annual inspection, banking support, as described in the Statement of Work in terms of size and complexity of service Providing services for a client similar to CCC i.e. non-profit and/or a state owned entity; A Contract valued at \$300,000 CAD per year or greater Submissions for approval to and regular interaction with local authorities in the PRC. <p>The Proponent should provide:</p> <ol style="list-style-type: none"> a brief description of the project the dates (month and year) of the project and whether it is completed or on-going the specific activities undertaken any strategies or solutions used to solve challenges. <p>References may be checked. The Proponent should provided the following information for each client: name, address, phone and fax of client contact at working level.</p>	<p>1 points per criteria, up to a maximum of 8 points per project</p>	8/16	/16
R7	<p>The Proponent should describe two (2) projects within the last 5 years, on which the Principal Consultant worked as</p>	<p>1 points per criteria, up to a</p>	8/16	/16

	<p>a principal consultant for the Proponent using Form B. The two (2) projects should have included:</p> <ol style="list-style-type: none"> Providing similar services such as performing annual audits, payroll source deduction calculations and coordination with employment agencies, lease renewals, bookkeeping, vouchers compliance, corporate tax preparation and filing, annual inspection, banking support, as described in the Statement of Work in terms of size and complexity Providing services for a Client similar to CCC i.e. non-profit and/or state owned entity A Contract valued at \$300,000 CAD per year or greater Submissions for approval to and regular interaction with with local authorities in the PRC. <p>The Proponent should provide:</p> <ol style="list-style-type: none"> a brief description of the project the dates (month and year) of the project and whether it is completed or on-going the specific activities undertaken any strategies or solutions used to solve challenges. <p>References may be checked. The Proponent should provided the following information for each client: name, address, phone and fax of client contact at working level.</p>	maximum of 8 points per project		
R8	<p>The Proponent should describe, using Form C, one (1) project within the last 5 years for each member of the Project Team. The project should have included:</p> <ol style="list-style-type: none"> Providing similar services such as performing annual audits, payroll source deduction calculations and coordination with employment agencies, lease renewals, bookkeeping, vouchers compliance, corporate tax preparation and filing, annual inspection, banking support, as described in the Statement of Work Providing services for a Client similar to CCC i.e. non-profit and/or state owned entity Submissions for approval to and regular interaction with local authorities in the PRC. <p>The Proponent should provide:</p> <ol style="list-style-type: none"> a brief description of the project the dates (month and year) of the project and whether it is completed or on-going the specific activities undertaken any strategies or solutions used to solve challenges. <p>References may be checked. The Proponent should provided the following information for each client: name, address, phone and fax of client contact at working level.</p>	1 points per criteria, up to a maximum of 7 points per project	14/21	/21
R9	<p>The Proponent should describe a transition plan for a project of similar scope between an existing and a new Service Provider. The Proponent should provide a description of the steps, strategies and solutions to be provided in order to</p>	2 points - response was short and vague lacking details, 4	2/4	/4

	smoothly transition Service Providers.	points – response was very detailed, demonstrating strong understanding of requirement, etc.		
	MINIMUM PASS MARK		61 (60%)	
	Total Technical Score		/101	

Part V: Contract



CCC

Articles of Agreement Professional Services Contract

These **ARTICLES OF AGREEMENT** are made as of _____

BETWEEN: Canadian Commercial Corporation
350 Albert Street, Suite 700
Ottawa, Ontario
K1A 0S6

(Referred to in this contract as "**CORPORATION**")

AND

(Referred to in this contract as "**CONTRACTOR**")

The **CORPORATION** and the **CONTRACTOR** agree as follows:

A1 CONTRACT

- 1.1 The following documents and any amendments relating thereto form the contract between the CORPORATION and the CONTRACTOR.
 - 1.1.1 These Articles of Agreement;
 - 1.1.2 the document attached hereto as "APPENDIX A" and entitled "GENERAL CONDITIONS", referred to herein as "General Conditions";
 - 1.1.3 the document attached hereto as "APPENDIX B" and entitled "STATEMENT OF WORK", referred to herein as "Statement of Work";
 - 1.1.4 the document attached hereto as "APPENDIX C" and entitled "BASIS OF PAYMENT", referred to herein as "Basis of Payment";
 - 1.1.5 the document attached hereto as "APPENDIX D" and entitled "METHOD OF PAYMENT", referred to herein as "Method of Payment";
 - 1.1.6 the document attached hereto as "APPENDIX E" and entitled "PRIVACY REQUIREMENTS", referred to herein as "Privacy Requirements";
 - 1.1.4 the Contractor's Proposal dated _____;

- 1.2 In the event of discrepancies, inconsistencies of ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 DATE OF COMPLETION AND DESCRIPTION OF WORK

- 2.1 The CONTRACTOR shall perform and complete with reasonable with care, skill, diligence and efficiency the work described in the Statement of Work, Appendix B
- 2.2 The Agreement shall expire 3 years from the date of Contract effectivity and the CONTRACTOR shall complete all work prior to Contract expiry.
- 2.3 The CORPORATION shall have the option pursuant to Article GC 16 to extend the Contract before the Contract expiry date indicated in Article 2.2

A3 CONTRACT AMOUNT

- 3.1 Subject to the terms and conditions of this contract and in consideration for the performance of work, the CORPORATION shall pay the CONTRACTOR up to a maximum of \$_____ CAD including all taxes, charges and other fees.
- 3.2 Should the CORPORATION exercise any option under GC 16 the price for each option shall be limited to the following amounts
- 3.2.1 For Option 1, the on-going operations and financial management services of the ROs for an additional one-year period, the price shall be up to a maximum of \$_____ CAD including all taxes, charges and other fees;
- 3.2.2 For Option 2, the on-going operations and financial management services of the ROs for an additional one-year period, the price shall be up to a maximum of \$_____ CAD including all taxes, charges and other fees;
- 3.2.3 For Option 3, the administration of a change in chief representative, the price shall be up to a maximum of \$_____ CAD including all taxes, charges and other fees;
- 3.2.4 For Option 4, the closing of a CCC Representative Office, the price shall be up to a maximum of \$_____ CAD including all taxes, charges and other fees;

A4 APPLICABLE LAW AND DISPUTE RESOLUTION

- 4.1 The Articles of Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.
- 4.2 In the event of any dispute between the CONTRACTOR and the CORPORATION arising pursuant to this Contract, the parties shall attempt to settle the matter amicably. In the event that the matter is not so settled and either party wishes to pursue the matter further, it shall be referred to arbitration in accordance with the *Commercial Arbitration Act* (R.S.C.1985, c.17, 2nd Supp.). The arbitration decision shall be final and binding upon the parties.

A5 CORPORATION'S REPRESENTATIVE

For the purposes of these Articles of Agreement, the CORPORATION hereby designates:

as the CORPORATION's Representative.

The Articles of Agreement have been executed on behalf of the CONTRACTOR and on behalf of the CORPORATION by their duly authorized officers.

For the Contractor:	For the Corporation:
Signature:	Responsibility Centre Manager Signature:
Date:	Date:

Appendix “A” - General Conditions

GC1 - Interpretation

- 1.1 In this contract:
- 1.1.1 “**Contract**” means the documents referred to in the Articles of Agreement;
- 1.1.2 “**CORPORATION**” includes a person acting for, or appointed by the CCC for the purpose of this Contract;
- 1.1.3 “**Work**” unless otherwise expressed in this Contract, means everything that is necessary to be done, furnished or delivered by the CONTRACTOR to perform the CONTRACTOR’s obligation under the Contract;
- 1.1.4 “**CORPORATION’s Representative**” means the officer or employee of the CORPORATION who is designated by the Articles of Agreement to approve the Contract and any amendments thereto and to perform any of the CORPORATION’s functions under the Contract.

GC2 - Assignments

- 2.1 This Contract shall not be assigned in whole or in part by the CONTRACTOR without the prior written consent of the CORPORATION and any assignment made without that consent is void and of no effect.
- 2.2 No assignment of this Contract shall relieve the CONTRACTOR from any obligation under this Contract or impose any liability upon the CORPORATION.

GC3 - Time of the Essence

- 3.1 Any delay by the CONTRACTOR in performing the CONTRACTOR’s obligations under this Contract which is caused by an event beyond the control of the CONTRACTOR without incurring unreasonable costs through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: Acts of God, Acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, strikes or labour unrest, freight embargoes and unusually severe weather.
- 3.2 The CONTRACTOR shall give notice to the CORPORATION immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the CORPORATION the CONTRACTOR shall deliver a description, in a form satisfactory to the Corporation, of work-around plans including alternative sources and any other means that the CONTRACTOR will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Corporation of work-around plans, the CONTRACTOR shall implement the work-around plans, and use all reasonable means to recover any lost time as a result of the excusable delay.
- 3.3 Unless the CONTRACTOR complies with the notice of requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 3.4 Notwithstanding that the CONTRACTOR has complied with the requirements of GC3.2 the CORPORATION may exercise any right of termination contained in GC6.

GC4 - Indemnification

Appendix "A"
General Conditions

- 4.1 The CONTRACTOR shall indemnify and save harmless the CORPORATION from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner, based upon, occasioned by, or attributable to any injury to or death of a person, damages of loss of property, or any consequential or economic loss arising from any willful or negligent act, omission or delay on the part of the CONTRACTOR, the CONTRACTOR's servants or agents in performing the Work or as a result of the Work or the performance or purported performance of this Contract.
- 4.2 The CONTRACTOR shall indemnify the CORPORATION from all costs, charges and expenses whatsoever that the Corporation sustains or incurs in or about all claims, actions, suits and proceedings for the use of any intellectual property resulting from the performance of the CONTRACTOR's obligations under this Contract, and in respect of the use of or disposal by the Corporation of anything furnished pursuant to this Contract.
- 4.3 The CONTRACTOR's liability to indemnify or reimburse the CORPORATION under this Contract shall not affect or prejudice the CORPORATION from exercising any other rights under the law of equity or common law.

GC5 Notice

- 5.1 Where in this Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail or by facsimile addressed to the party for whom it is intended at the address mentioned in this Contract and any notice, request, direction or other communication shall be deemed to have been given if any registered mail, when the postal receipt is acknowledged by the other party; by fax when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC6 - Termination or Suspension

- 6.1 The CORPORATION may terminate or suspend this Contract with respect to all or any part of the Work not completed.
- 6.2 All Work completed by the CONTRACTOR to the satisfaction of the CORPORATION before the giving of such notice shall be paid for by the CORPORATION in accordance with the provisions of this Contract and, for all Work not completed before the giving of such notice, the CORPORATION shall pay the CONTRACTOR's costs as determined under the provisions, if any, of this Contract, relating thereto, and, in addition, an amount representing a fair and reasonable fee in respect of such Work. Where there are no provisions in this Contract respecting the CONTRACTOR's costs, the CORPORATION shall pay such a sum as the CORPORATION shall determine to be the CONTRACTOR's reasonable costs.
- 6.3 In addition to the amount which the CONTRACTOR shall be paid under GC6.2, the CONTRACTOR shall be reimbursed for the CONTRACTOR's cost for the cancellation of any obligation incurred by the CONTRACTOR with respect to this Contract.
- 6.4 Payment and reimbursement under the provision of GC6 shall be made to the extent that it is established to the satisfaction of the CORPORATION that the costs and expenses were actually incurred by the CONTRACTOR and that the same are fair and reasonable and are properly attributable to the termination or suspension of this Contract or the part thereof so terminated.

Appendix "A"
General Conditions

- 6.5 The CONTRACTOR shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the CONTRACTOR under this Contract, exceeds the Contract price applicable to the Work or the particular part thereof.
- 6.6 The CONTRACTOR shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the CORPORATION under the provisions of GC6 as expressly provided herein.

GC7 - Termination due to Default of the Contractor

- 7.1 The CORPORATION may, by written notice to the CONTRACTOR, terminate the whole or part of this Contract if:
- (i) the CONTRACTOR becomes bankrupt or insolvent, or a receiving order is made against the CONTRACTOR, or an assignment is made for the benefit of the creditors, or if an order is made or resolution passed for the winding up of the CONTRACTOR, or if the CONTRACTOR takes the benefit of any statute for the time being in force relating to the bankrupt or insolvent debtors, or
 - (ii) the CONTRACTOR fails to perform any of the CONTRACTOR's obligations under this Contract, or, in the CORPORATION's view, so fails to make progress to endanger performance of this Contract in accordance with its terms.
- 7.2 In the event that the CORPORATION terminates this Contract in whole or in part under GC7.1, the CORPORATION may arrange, upon such terms and conditions and in such manner as the CORPORATION deems appropriate, for the Work to be completed, and the CONTRACTOR shall be liable to the CORPORATION for any costs relating to the completion of the Work which are in excess of the consideration set forth in Article A3 of this Contract.
- 7.3 Upon the termination of this Contract under GC7.1, the CORPORATION may require the CONTRACTOR to deliver and transfer title to the CORPORATION in a manner and to the extent directed by the CORPORATION, of any finished Work that has not been delivered and accepted prior to such termination and any materials of work-in-progress which the CONTRACTOR has specifically acquired or produced for the fulfilment of this Contract. The CORPORATION shall pay the CONTRACTOR for all such finished Work delivered pursuant to such direction and accepted by the CORPORATION the cost to the CONTRACTOR of all materials and work-in-progress delivered to the CORPORATION, pursuant to such direction. The CORPORATION may withhold from the amount due the CONTRACTOR, such sums as the CORPORATION determines to be necessary to protect the CORPORATION against excess costs for the completion of the Work.
- 7.4 The CONTRACTOR shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the CONTRACTOR under the Contract, exceeds the Contract price applicable to the Work or particulars thereof.
- 7.5 If after the CORPORATION issues a notice of termination under GC7.1 it is determined by the CORPORATION that the default of the CONTRACTOR is due to causes beyond the control of the CONTRACTOR, such notice of termination shall be deemed to have been issued pursuant to GC6.1 and the rights and obligations of the parties shall be governed by GC6.

GC8 - Records to be kept by the Contractor

Appendix "A"
General Conditions

- 8.1 The CONTRACTOR shall keep proper accounts of the cost of the Work and all expenditures or commitments made by the CONTRACTOR including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the CORPORATION who may make copies and take extract therefrom.
- 8.2 The CONTRACTOR shall afford facilities for audit and inspection and shall furnish the authorized representatives of the CORPORATION with such information as the CORPORATION may from time to time require with reference to the documents referred to herein.
- 8.3 The CONTRACTOR shall not dispose of the documents referred to herein without the written consent of the CORPORATION, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two (2) years following the completion of Work.

GC9 - Ownership of Intellectual Property and Other Property Including Copyright

- 9.1 Documentation produced by the CONTRACTOR in performance of the work under this Contract shall vest in and shall remain the property of the CORPORATION, and the CONTRACTOR shall account fully to the Corporation in respect of the foregoing in such manner as the Corporation shall direct. Notwithstanding the above, the CORPORATION agree that the CONTRACTOR shall have unlimited right to use any know how, expertise, skills, ideas, concepts, methods, techniques, processes, software, material or other information which may have been discovered, create, developed or derived by the CONTRACTOR in the course of providing its professional services.
- 9.2 Documentation shall contain the following copyright notice:

© CANADIAN COMMERCIAL CORPORATION

- 9.3 Information and documentation conceived and developed under this Contract shall be the property of the CORPORATION. The CONTRACTOR shall have no rights to the same. The CONTRACTOR shall not divulge or use such information and documentation, other than performing the Work under this Contract, and shall not sell other than to the CORPORATION, its content, in part or in total.

The information and documentation conceived or developed under this Contract is solely for the CORPORATION'S own internal use and benefit and is not intended to nor may it be relied upon by any other party. However, it is hereby agreed that the CORPORATION may share such information and documentation with other Canadian government departments on the basis that the CONTRACTOR shall have no duty, liability or responsibility to them in connect with the information and documentation.

- 9.4 The CONTRACTOR shall grant the CORPORATION an unlimited license to use any and all software applications that are utilized by the CONTRACTOR to perform the work.

GC10 – "Conflict of Interest and a Harassment-Free Workplace"

- 10.1 The CONTRACTOR declares that the CONTRACTOR has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Work. Should such an interest be acquired during the life of the Contract, the CONTRACTOR shall declare it immediately to the CORPORATION'S Representative.

Appendix "A"
General Conditions

- 10.2 The CONTRACTOR shall be subject to the CORPORATION's Policy for Harassment-Free Workplace. Substantiated complaints of harassment against the CONTRACTOR by employee (s) of the CORPORATION, may result in exercise of the right of termination in GC6.

GC11 - Contractor Status

- 11.1.1 This is a Contract for the performance of a service and the CONTRACTOR is engaged under this Contract as an independent CONTRACTOR for the sole purpose of providing a service. Neither the CONTRACTOR nor any of the CONTRACTOR's personnel is engaged under this Contract as an employee, servant or agent of the CORPORATION. The CONTRACTOR shall be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation or Income Tax.

GC12 - Warranty by the Contractor

- 12.1 The CONTRACTOR warrants that the CONTRACTOR is competent to perform the Work required under this Contract in that the CONTRACTOR has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 12.2 The CONTRACTOR warrants the CONTRACTOR shall provide under this Contract a quality of service at least equal to that which the contractors generally would usually expect of a competent contractor in a like situation.

GC13 - Members of the House of Commons

- 13.1 No member of the House of Commons shall be admitted to any share or part of this Contract or to any benefit to arise here from.

GC14 - Interest on Overdue Accounts

- 14.1 In this Article the amount is "due and payable" when it is due and payable by the CORPORATION to the CONTRACTOR according to the terms of the Contract.
- 14.2 For the purpose of this Article an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 14.3 In this Article "date of payment" means the date of the negotiable instrument drawn by the CORPORATION and given for payment of an amount due and payable.
- 14.4 In this Article "Bank Rate" means the discount rate of the interest set by the Bank of Canada.
- 14.5 The CORPORATION shall be liable to pay, without demand from the CONTRACTOR, simple interest at the Bank Rate plus one percent (1%) per annum of any amount which is overdue from the day such an amount becomes overdue until the day prior to the date of payment, inclusively, however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest will not be payable on overdue advance payments.
- 14.6 The Bank Rate shall be that prevailing at the opening of business on the date of payment.

Appendix "A"
General Conditions

14.7 Interest shall only be paid when the CORPORATION is responsible for the delay in paying the CONTRACTOR. In the event the CORPORATION is not responsible for the delay in paying the CONTRACTOR, no interest shall be paid.

GC15 - Amendments

15.1 No amendments of this Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment approved by both parties to the Contract.

GC16 – Option for Additional Services

16.1 The CORPORATION reserves the option to require the CONTRACTOR to perform any or all of the following services:

- 16.1.1 Option 1, the on-going operations and financial management services of the ROs for an additional one-year period;
- 16.1.2 Option 2, the on-going operations and financial management services of the ROs for an additional one-year period
- 16.1.3 Option 3, the administration of a change in chief representative
- 16.1.4 Option 4, the closing of a CCC representative office

GC76 - Entire Agreement

17.1 This Contract constitutes the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference to this Contract.

GC18 - Confidentiality

18.1 The CONTRACTOR and the CORPORATION shall use all information regarding each other's business that the other party has identified as being of a proprietary or confidential nature, solely for the purpose of this Contract. Such information shall be kept confidential for an unlimited period of time and shall not be disclosed except for the purpose of providing the Work, unless the prior written consent to disclosure of the party who has supplied the information is obtained or the disclosure is otherwise required by law.

Appendix “B” - Statement of Work

Section 1 – Background

In recognition of the rapid growth rate of China’s second-tier cities, CCC opened ten ROs in the PRC. In 2009, CCC opened six ROs in Shenzhen, Chengdu, Qingdao, Wuhan, Nanjing and Shenyang and in 2014, CCC expanded its network with the opening of offices in Xi’an, Hangzhou, Tianjin and Xiamen.

CCC manages a broad variety of activities related to the management of the ten ROs. A full listing of responsibilities is detailed in Section 2. Overall, CCC is accountable for all administrative, financial and operational management activities of the ROs. The ROs handle traditional work undertaken by Canada’s Trade Commissioner Service around the world for which, the Service Provider will not be responsible. These day-to-day trade facilitation activities themselves are:

- a) Develop trade between Canada and the PRC by offering liaison services for Canadian companies seeking investment or trading opportunities with the PRC, by providing an assessment of the market potential through market intelligence, by advising on market strategies, by assisting Canadian companies to find qualified contacts such as potential buyers and partners, financial and legal services providers, technology sources, agents, manufacturers’ representatives, regulatory authorities and investment promotion agencies.
- b) Assist in the organization and execution of Canadian government-led events and activities in the PRC such as trade missions and visits by government officials.
- c) Organize and execute seminars, trade fairs, exhibitions, virtual trade shows, etc.
- d) Provide insight and advice on Chinese provincial and municipal governments’ trade, investment, economic and sustainable development policies to inform Canadian government policy-making and program development.
- e) Provide insight and advice to Canadian provincial, territorial and municipal government entities on a variety of commercial issues.
- f) Promote interaction between Canadian universities and research institutes and global Science and Technology and innovation networks.
- g) Assist Canadian clients to resolve problems related to market access and business challenges such as customs clearance, shipping difficulties, unfair business treatment, contract bidding, storage and warehousing, insurance coverage and overdue accounts.

The management of the ROs is a joint collaboration between CCC and the Service Provider with each sharing their own set of accountabilities.

Section 2 – Project Description

CCC seeks to engage one Service Provider to provide a complete solution, which includes comprehensive professional expertise and services on all issues related to managing the ten ROs, as described more specifically below (“Services”).

The requirements for the Project will be divided into two streams. The first stream, Operation Management, is divided into the following three sub-sections: Contract Management, Human Resources, and Office Management. The second stream, Financial Operation is divided into the following two sub-sections: Financial Management & Administration and Reporting & Billing. Each sub-section starts with a contextual overview.

The Service Provider must complete all activities related to Operation Management and Financial Operation to ensure the effective operations of the RO. Some of the Service Provider's responsibilities in executing the requirements outlined in this Statement of Work may be altered or cancelled in whole or in part, in which case the associated costs will be added or deducted from prices provided by the Service Provider in the Price Proposal Form.

Operation Management Stream

Contract Management Background:

- a) CCC's headquarter staff travel to China on multiple occasions per year to visit its ROs. In addition, training sessions are offered together with the Service Provider to Locally Engaged Staff (LES) to receive updated information on the RO network.
- b) The Chief Representative is located at CCC's headquarters in Ottawa, Canada. It is CCC's Vice-President of Corporate Services & Chief Financial Officer. The Chief Representative changes approximately every two to four years.
- c) The Service Provider is the custodian of the CCC RO chops. The Service Provider must not chop original documents without CCC's prior approval, which is provided for each document through an established process.
- d) Each RO is subject to an annual audit. It consists of the Service Provider's annual bookkeeping audit performed by an external auditor. The Service Provider consolidates its monthly bookkeeping based on the local accounting standards in China (refer to Financial Administration section).
- e) CCC is required to perform the annual report with the in-charge Administration for Industry and Commerce ("AIC"). A set of documents notarized and attested by the Chinese Embassy located in Ottawa, including but not limited to a certificate of Incorporation, bank reference letter, working summary, are required for the annual report.
- f) Each RO is registered separately. The business registration process consists of renewing the ROs business license as required by law. The recurrence of the renewal varies across cities. The business registration number is updated for the following reasons: change of RO location, change of Chief Representative, renewal of the registration term and consolidation of the Business Registration Certificate, Unified Enterprise Code Certificate and Tax Registration Certificate for any RO and foreign invested enterprise in the PRC.

The Service Provider will be responsible for, but not limited to, the following Contract Management tasks:

1. **Service Provider Transition:** Manage transition and transfer of the CCC file six months before the expiry of the incumbent Service Provider contract and six months before the start of the new Service Provider's contract, if applicable.
2. **Chops:** Ensure custody services of CCC chops and legal certificates.
 - 2.1. Manage the CCC chops for ROs' official documents and legal certificates once approval is given by CCC.
 - 2.2. Provide CCC with a quarterly log of the usage of each Chop.
3. **Annual Audit:** Manage the annual audit process for each RO.

- 3.1. Provide guidance and a checklist of required documents from CCC to perform the annual audit two months before the deadline of the audit.
- 3.2. Select one audit firm per city to perform the annual audit for all CCC ROs.
- 3.3. Coordinate and liaise with the Audit firm on CCC's behalf.
4. **Annual Inspection:** Manage the annual inspection process with the Chinese authorities and the local banks
 - 4.1. Provide guidance, draft packages and a checklist of required documents from CCC, to perform the annual inspection two months before the deadline of the inspection.
5. **Business Registration:** Manage the business registration process with the Chinese authorities.
 - 5.1. Provide guidance, draft packages and a checklist of required documents from CCC, to renew business registrations two months before the expiry date of the registration
6. **Training and LES development:** Provide in-person training and briefings to LES two to three times per year on changes impacting LES regarding the management and daily activities in the ROs.
 - 6.1. Respond to LES questions and provide guidance on processes and requirements that are pertinent to the core services provided by the Service Provider.
7. **Travel with CCC:** Accompany CCC during its travels within China to meet with local officials and any other Chinese authority. Travel expenses will be at CCC's expense. Travel takes places about two to three times a year for approximately two to three days each time.
 - 7.1. Plan and coordinate CCC's travel arrangements within China two to three times per year.
 - 7.2. Provide CCC with access to the Service Provider's preferential travel rates for air and land transportation
8. **Research and Market Insights:** Provide CCC with access to the Service Provider's regularly published research and market insights available to Clients of China.
9. **Translation:** Provide translation services from Chinese to English of all official and regulatory documentation, short documents or forms submitted for CCC's action.
10. **Business Processes Improvements:** Propose business process improvements, cost saving initiatives and program efficiencies related to manage ten ROs once a year to CCC.
11. **Service Provider Transition:** Manage transition of the CCC file up to six months before the expiry of the incumbent Service Provider contract and up to six months before the start of the new Service Provider's contract, if applicable.

Human Resources Background:

- a) As a foreign corporation that has established ROs in the PRC, CCC does not have the ability to hire local staff directly. The reason for restricting the right of an RO to employ staff directly is due to their organizational structure and that ROs are considered non-capitalized legal entities in the PRC, limiting employee rights and claims against an employer. Instead, Chinese staff must be seconded from a Foreign Enterprise Service Company (FESCO) that will take the title of official employer. China International Intellectech Corporation (CIIC), China's largest FESCO, is being used by CCC for staffing services.

- b) The ROs employ two full-time seconded employees or Locally Engaged Staff (LES): one Trade Commissioner (LES level 9) and one Assistant Trade Commissioner (LES level 5). LES are hired through CIIC but are considered CCC employees.
- c) When hiring new employees, the staffing process includes developing the LES job description, posting the employment opportunity, screening candidates, conducting interviews and background checks and the selection of candidates. CCC prepares and issues LES hiring package.
- d) LES sign the Seconded Employee Handbook outlining the Corporation's philosophy, engagement policies, compensation, and benefits. CCC also issues an Undertaking Agreement and Offer Letter to the LES. It includes information such as work hours and overtime, recruitment, code of conduct, confidentiality, outside employment, grievance, departure restriction, finance, and control, etc.
- e) The contractual agreement between CCC and LES is effective for two years. Upon contract renewal, the LES is evaluated and a recommendation is made to renew or terminate the LES. When the recommendation to proceed is issued, CCC prepares renewal documents such as the Undertaking Agreement and the Offer Letter.
- f) LES advise CCC when they wish to terminate their employment. CCC issues final payments according to the remaining balance of leave and overtime.
- g) LES performance is evaluated based on: individual performance measures of LES, performance improvement plans including taking disciplinary actions, leave requests and overtime expenses in accordance with the Employee Handbook including leave balance tracking and reporting, training requirements for LES, pay scale levels for each position.
- h) After individual LES evaluation, the authorization for salary increases and bonuses is issued. CCC provides salary adjustment letters to LES on a yearly basis in September. CCC processes and authorizes payroll payment to LES.

The Service Provider will be responsible for, but not limited to, the following Human Resource tasks:

1. **LES Employment:** Communicating any employment changes and coordinating with the Employment Agency in China.
2. **Advisory Services:** Provide recommendations on remuneration levels, systems, market benchmarks and sector expectations based on job descriptions and performance requirements provided by CCC, as required.
3. **Employment Agency:** Maintain or establish a new commercial relationship with the Employment Agency to seamlessly continue providing Human Resources services.
 - 3.1. If the relationship with CIIC is terminated due to any circumstance, including but not limited to, the selection of a new Employment Agency, the Service Provider must source, prepare and receive requests for proposals from Employment Agencies, and recommend a short list of minimum three qualified applicants for CCC's approval, to then negotiate an agreement with the selected Employment Agency.
4. **Seconded Employee Setup:** Provide guidance on the procedures to correctly on-board new employees, renew the contracts of existing employees and terminate employees by coordinating process with the Employment Agency and LES.

- 4.1. Ensure all procedures are implemented for the integration of new LES such as opening bank account for pay, payroll set-up, Individual Income Tax (IIT) payments etc.
5. **Payroll Services:** Provide monthly payroll services for up to twenty-four LES.
 - 5.1. Calculate payroll, IIT, statutory benefits, any other applicable payroll source deductions and expense reimbursement.
 - 5.2. Prepare pay summary for approval and pay slips for deposit
 - 5.3. Submit of information to bank for payment.
 - 5.4. Prepare, file, and settle monthly IIT, source deductions and social benefits withholding returns for local employees.
6. **Seconded Employees Benefit Monitoring:** Proactively monitor, advise and coordinate changes related to employment laws and regulations affecting LES.
 - 6.1. Changes include but are not limited to the number and dates of public holidays, authorized holiday leave benefit, marriage leave, maternity leave, sick leave, and other monetary and non-monetary dues to LES that CCC must be aware of.
 - 6.2. In the case of changes, the Service Provider must proactively guide both CCC and the Employment Agency, if necessary, on the logistics of the change, such as documents that must be presented and their format, any monies that must be paid by CCC, required meetings and any other requirements.
7. **Seconded Employee Handbook:** In consultation with CCC, update the Seconded Employee Handbook, if advisable according to PRC labour law, and related regulations, as well as local market practices.

Office Management Background:

- a) CCC manages ten leases for its ten ROs. Offices are subject to relocation, closure and potential expansion for strategic purposes. LES manage the renewal or relocation of leases and the relationship with the landlord when approved by initiating the lease renewal and negotiation of contract terms. Since the inception of the program CCC has relocated offices within the existing cities on fewer than 10 occasions and generally maintained locations within the existing taxation districts.
- b) Lease length may vary between one to three years.
- c) Once a draft lease proposal is transmitted to CCC, CCC translates the document from Chinese to English, compares terms, conditions and costs with the previous lease. If questions arise or terms and conditions are not adequate in the lease draft, CCC communicates with its LES to enquire and further negotiate with the landlord. CCC obtains internal approval from the Chief Representative and returns the signed lease to its Service Provider to chop. LES are responsible to procure office furniture.

The Service Provider will be responsible for, but not limited to, the following Office Management tasks:

1. **Completion of application, permit and licensing process for managing and relocating ROs:** Complete the application process for all required approvals, permits and licenses required for managing and relocating ROs within the current tax district and city.

- 1.1. Direct, prepare and negotiate all applications and submissions to all required government entities and local authorities for the set-up, approvals, business (or post) registration.
- 1.2. Complete activities necessary for review of tax assessment statuses with local, regional, provincial, national authorities and prepare, coordinate, negotiate and arrange for issuance of tax exemption statuses documents if applicable.
- 1.3. Advise on requirements and coordinate the opening and closing of regional bank accounts with CCC.
- 1.4. Manage and coordinate registration and relationship with local authorities when office opening and relocation require tax district changes.
- 1.5. Provide accurate, practical and timely legal advice on all issues related to office set-up, operations, and closure based on the applicable laws in each province.
- 1.6. All other tasks required to complete the application, permit and licensing processes for opening, relocating and closing of ROs.

Financial Operation Stream

Financial Operation Background:

- a) Each city has one renminbi (CNY) bank account where money transferred from Canada is directly converted into CNY. This process takes less than one week. However, the direct conversion from CAD (Canadian dollars) to CNY is not possible in four cities (Chengdu, Wuhan, Xiamen, Hangzhou) and therefore CCC has one CAD bank account in each of these four cities. Transfers are made from CCC's CAD account in Canada to its CAD account in China, and then transferred and converted to its CNY account in China. This process can take between four to six weeks.
- b) CCC has recently opened an offshore CNY account located in Hong Kong (HK) with the National Bank of Canada (NBC). CCC is currently testing the direct transfer of CNY from HK to each individual CNY account. When this initiative is successful, CCC may be closing its CAD accounts in China.
- c) CCC has obtained tax exemptions in its ten cities; however, the tax exemptions may not be applicable due to exceptional requirements occurring from time to time. The business tax (BT) and corporate income tax (CIT) exemptions were obtained in 2017 for the current ten ROs.
- d) The Employment Agency handles monthly social benefits and housing fund contributions for LES and the Service Provider will not independently verify the transaction supporting documents provided to them. The preparation of the accounting entries and vouchers are based solely on these documents and the basis that the transactions have been properly approved.
- e) CCC processes and pays claims for hospitality, travel and advances and office expenditure once approval is given.
- f) CCC is legally required to use a local bookkeeping firm for the preparation, review and submission of its financial documents in the PRC. This is the role of the Service Provider.

The Service Provider will be responsible for, but not limited to, the following Financial Management & Administration tasks:

1. **Payroll Services:** Monthly payroll services for LES.

- 1.1. Calculate payroll and net payment for LES based on information provided via templates to be filled out.
- 1.2. Prepare payroll summary for review and approval.
- 1.3. Prepare and distribute confidential pay slips for LES.
- 1.4. Assist in coordinating with the Employment Agency to deal with social benefits, housing fund contribution, new recruitment, registration and insurance issues for the local employees
2. **IIT Services:** Monthly IIT services for LES.
 - 2.1. Prepare and file the monthly IIT withholding returns for LES with the in-charge local tax bureaus, including assistance in settlement of the IIT payable and internet filing, if required.
 - 2.2. Assist in the application of annual Tax Payment Certificates for LES with the in-charge local tax bureau, if required.
 - 2.3. Handle various enquiries on details payroll, IIT, employment letter and other employment related items from the employees and CCC.
3. **Bookkeeping Services:** Prepare monthly bookkeeping of the general accounting and bookkeeping package according to People's Republic of China ("PRC") Generally Accepted Accounting Principles ("GAAP").
 - 3.1. Prepare necessary accounting entries based on the source of documents and communicate that information to CCC once a month.
 - 3.2. Generate the accounting vouchers for each of the aforementioned accounting entries and distribute the vouchers to each RO and communicate that information to CCC once a month to comply with the local auditing policy.
 - 3.3. Maintain general ledgers.
 - 3.4. Prepare trial balances and bank reconciliations.
 - 3.5. Coordinate the year-end accounting and closing for the regional offices in China.
4. **Monthly Cashier Services:** Provide general ledger accounting documents (e.g. Journal Listing, Trial Balance, General Ledgers) to meet the statutory accounting requirements.
 - 4.1. Assist in processing payment for employment and company disbursement.
 - 4.2. Coordinate with banks and CCC to perform reimbursements to LES and suppliers and other administrative transactions as required.
 - 4.3. Maintain bank accounts.
 - 4.4. Assist in preparing the declarations of the remittance of the foreign currencies and submit to the bank for fund settlement.
 - 4.5. Coordinate with the banks and CCC to assist CCC's reimbursements to LES and suppliers as required.
5. **Banking:** Inform CCC of any changes in bank requirements.

- 5.1. Assist CCC with the management of its bank accounts in China with the Bank of China ("BoC"), including advising CCC of any changes pertinent to its accounts.
- 5.2. Assist CCC in the closing of four cities' CAD bank account.
- 6. **Audit Compliance:** Perform two to three spot check audits to verify RO compliance with CCC's accounting processes and procedures.
 - 6.1. Distribute Accounting Vouchers and monitor monthly checklist with each RO on a monthly basis to comply with the local authority auditing policy.
- 7. **Chop Custody:** Act as Custodian of "Finance Chops" and proceed to chopping documents once approval is obtain from the Chief Representation and communicated by CCC.

The Service Provider will be responsible for, but not limited to, the following Financial Management tasks:

- 8. **Year-end Audit Report Service:** Prepare annual financial statements in accordance with appropriate accounting principles and comply with the local policy.
 - 8.1. Prepare necessary schedules for audit purposes by March of each year to coordinate with CCC's work activities and meet the auditor requirements.
 - 8.2. Complete the auditor's review in collaboration with CCC and file the auditor's report by the auditor's report filing deadline.
 - 8.3. Issue the annual audit reports after the audit report has been review and approved by CCC.
- 9. **Year-end Annual Inspection Report and Regulatory Filing Service:** Conduct annual inspection with the Administration of Industry and Commerce ("AIC") in charge of each RO.
 - 9.1. Prepare necessary schedules of Annual Inspection Reports in English and Chinese by March of each year to meet AIC's requirements while coordinating CCC.
 - 9.2. Provide the updated checklist to [CCC](#) to prepare the necessary legal documents for authentications and Chinese Embassy's in Ottawa notarizations to meet AIC's requirements.
 - 9.3. Assist on filing annual inspection forms with the AIC in-charge of each RO.
 - 9.4. Follow up with the in-charge AIC of each RO to ensure that the annual inspection is completed on a timely basis.
- 10. **Review Registration Certificates:** Advise on documentation requirements, application procedures and the estimated timeframe of the application process.
 - 10.1. Provide sample templates of application documents in both English and Chinese.
 - 10.2. Advise on completing application forms.
 - 10.3. Review and comment on the contents of the application documents and the application forms prepared by CCC.
 - 10.4. Follow up with the in-charge authorities to ensure the renewal of certificates completed on a timely basis.
 - 10.5. Provide advisory services to CCC on finding efficiencies with the business registration process.

11. **Corporate Tax Compliance Services:** Tax categories include Corporate Income Tax (CIT), Business Tax (BT), Urban Construction and Maintenance Tax (UCMT), Education Surcharge (ES), Local Education Surcharge (LES), Stamp Duty (SD) Housing Tax Fund etc.
 - 11.1. Assist in filing various provisional tax returns by the required deadlines and provide advisory services on tax exemption options, if required. The tax exemptions may not be applicable due to exceptional requirements from time to time.
 - 11.2. Assist in the corporate taxes compliance with local Chinese authorities.
 - 11.3. Verify monthly and quarterly corporate taxes for filing purposes.
12. **Bank Accounts Management, Fund Transfer and U-Key/E-Token Updates:** Manage regional offices bank accounts including ongoing monitoring and reconciliation of funds, issue management, online banking upgrades and others.
 - 12.1. Manage the access rights for CCC's bank accounts as directed by CCC.
 - 12.2. Prepare and submit documentation for transferring and receipt of funds between the local banks and CCC's regional bank accounts.
 - 12.3. Provide advisory services and investigate any transaction issues that may occur, such as rejected funds.
 - 12.4. Conduct and coordinate the update of U-Key prior to their expiry dates.
13. **Regulatory Documents and Certificates:** Update the following regulatory documents and certificates or such regulatory documents as may be deemed necessary by the relevant authorities of the PRC, to comply with financial management related activities.
 - 13.1. Business Registration Certificates with the Administration of Industry and Commerce.
 - 13.2. Unified Enterprise Code Certificate with the Administration of Quality and Technology Supervision.
 - 13.3. Tax Registration Certificate with the Local Tax Bureau and State Tax Bureau.
 - 13.4. Bank Specimen Card with the local branches of Bank of China or National Bank in Hong Kong.
 - 13.5. Statistics Registration Certificate with the in-charge Statistics Bureau (if necessary).
 - 13.6. Finance Registration Certificate with the in-charge Finance Bureau (if necessary).
 - 13.7. Registration of the name Chop with the Public Security Bureau (if necessary).
 - 13.8. Tax Registration Certificate with the Local Tax Bureau and State Tax Bureau.
 - 13.9. Bank Specimen Card with the local branches of Bank of China or National Bank in Hong Kong.
 - 13.10. Statistics Registration Certificate with the in-charge Statistics Bureau (if necessary).
 - 13.11. Finance Registration Certificate with the in-charge Finance Bureau (if necessary).
 - 13.12. Registration of the name Chop with the Public Security Bureau (if necessary).

14. **Other Company Secretary Service:** Custody Service for the CCC ten RO's legal certificates and chops.

Appendix “C” - Basis of Payment

Subject to the requirement of a full and complete accounting and validation of services rendered, the CONTRACTOR shall invoice not more frequently than once per month upon completion of project tasks as outlined in the Statement of Work and forward to the following billing address:

Canadian Commercial Corporation
350 Albert Street, suite 700
Ottawa, Ontario
K1A 0S6
Attention: Ashton Doyle
E-mail: adoyle@ccc.ca

Appendix “D” – Method of Payment

- 1 - Payment by the CORPORATION for each delivery shall be made within:
 - a) thirty (30) days following the date on which completed units have been delivered at the location(s) specified in the Contract and all other Work required to be performed by the CONTRACTOR with respect to these units under the terms of the Contract has been completed;
 - b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract; whichever is later.
- 2 - If the CORPORATION has any objection to the form of the invoice of the substantiating documentation within fifteen (15) days of its receipt, the CORPORATION shall notify the CONTRACTOR of the nature of the objection. “Form of the invoice” means an invoice which contains or is accompanied by substantiating documentation as CCC requires. Failure by the CORPORATION to act within fifteen (15) days will only result in the date specified in Paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.
- 3 - Interest on Overdue Accounts
 - a)
 - (i) in this Article an amount is “due and payable” when it is due and payable by the CORPORATION to the CONTRACTOR according to the terms of the contract;
 - (ii) for the purpose of this Article, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable;
 - (iii) in this Article “date of payment” means the date of the negotiable instrument drawn by the CORPORATION and given for payment of an amount due and payable;
 - (iv) in this Article “Bank Rate” means the discount rate of interest set by the Bank of Canada.
 - b)
 - (i) The CORPORATION shall be liable to pay, without demand from the CONTRACTOR, simple interest at the Bank Rate plus 1% per centum of any amount which is overdue from the day such amount become overdue until the day prior to the date of payment, inclusively: however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest will not be payable on overdue advance payments;
 - (ii) then Bank rate shall be that prevailing at the opening of business on the date of payment.
 - c) Interest shall only be paid when the CORPORATION is responsible for the delay in paying the CONTRACTOR. In the event the Corporation is not responsible for the delay in paying the CONTRACTOR, no interest shall be paid.

Appendix “E” - Privacy and Security Requirements

Privacy Requirement

The provisions of the *Privacy Act*, which include restrictions on the collection, use, disclosure, retention and disposal of personal information, will be applied to this contract.

Any personal information in the custody of the CONTRACTOR will not be disclosed to anyone except those employees of the CORPORATION and the CONTRACTOR with the required clearance and on a need to know basis.

Documents, diskettes, tapes and any other media containing personal information will be kept in locked containers. Personal information stored in a computerized database shall be protected by a password which is to be changed regularly and immediately following the permanent departure of a staff member from the CONTRACTOR's facility.

Security Clause

The CONTRACTOR must, at all times during the performance of the contract, hold a valid security clearance, at the level of ENHANCED RELIABILITY or international equivalent. CONTRACTOR personnel who require access to PROTECTED information, assets or sensitive work sites, must EACH hold a valid security clearance of ENHANCED RELIABILITY or international equivalent.

Part VI: Proposal Submission Forms

FORM A - Proponent Declaration Form

1. PROPONENT INFORMATION:

Name of proponent (Proponents must submit their proposal in the name of the legal entity that will enter into any eventual Contract):	
Street Address:	Mailing Address (if different than street address):
City:	City:
Prov./Terr./State:	Prov./Terr./State:
Postal/ZIP Code:	Postal/ZIP Code:
Phone #:	Fax #:
E-Mail:	

2. PROPONENT DECLARATION:

Reference is made to:

- i. the Request for Proposal for the Service Provider for the CCC China Offices, CCC Project No. 104268.106, released December 2017;
- ii. (ii) all RFP Amendments, totaling _____ (Proponent to enter the number of Amendments; and
- iii. (iii) the proposal submitted by the Proponent in response to said RFP, submitted to CCC prior to the Proposal Closing Date/Time of _____ (Proponent enter final Proposal Closing Date/Time).

We, the undersigned, being an authorized representative of the Proponent, agree to be bound by the Request for Proposal documents and hereby certify that, to the best of my knowledge, but after reasonable inquiry:

- a. the information given in our Proposal is in compliance with all requirements and is true, accurate and complete and we hereby certify that the price quoted in our Proposal has been reviewed and is accurate;
- b. we represent and warrant that the entities and persons proposed in the Proposal to perform the Work will be the entities and persons that will perform the Work in the fulfillment of the Project under any contractual arrangement arising from submission of the Proposal. Save for poor performance as determined by the Proponent, changes to the project resources following contract award will only be made if pre-approved by CCC for causes due to events beyond the control of the Proponent, including: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

- c. if we have proposed any person in fulfillment of the Project who is not our employee, we warrant that we have written permission from such person (or the employer of such person) to propose the services of such person in relation to the Work to be performed.
- d. neither we nor any of our agents, employees or subcontractors who have contributed to the preparation of the Proponent's submissions have been involved in the planning of this RFP, nor have we received any assistance from any third party who has been involved in the preparation of this RFP document; and have not had access to information related to the RFP that was not available to other Proponents. Should CCC have any knowledge or reason to believe that an individual(s) in the Proponent's organization may have had access to information related to this RFP, CCC may request additional information from the Proponent regarding measures taken to verify the accuracy of the Proponent's certification;
- e. neither we nor any member of the Proponent have been convicted of an offence or sanctioned within the last five (5) years under Section 239 of the *Income Tax Act* (Revised States of Canada, 1985, chapter 1, 5th Supplement), Section 327 of the *Excise Tax Act* (Revised States of Canada, 1985, Chapter E-15) or any equivalent or similar provision contained in a provincial statute;
- f. neither we nor any member of the Proponent has ever been convicted of an offence under Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office), Section 380 (Fraud committed against Her Majesty) or Section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty), Section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act* or the *Corruption of Foreign Public Officials Act*. (www.justice.gc.ca/eng/dept-min/pub/cfpoa-lcape/index.html);
- g. we acknowledge that CCC is not obliged to award a Contract as a result of this RFP; and
- h. we acknowledge and agree that it is a condition of the RFP that CCC will, upon written request, release to the other Proponents the name of the successful Preferred Proponent, the total points obtained and the total price by the successful Proponent. This condition is subject to the requirements of the *Privacy Act* and the name and score of an individual will be released only in accordance with the requirements of the *Privacy Act*. We further acknowledge and agree that we will have no right to claim against CCC, its employees, agents or servants of the Crown, in relation to such disclosure of information.

We, the undersigned, offer to provide the Project services for [*Insert title of assignment*] in accordance with your Request for Proposal dated [*Insert Date*] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Price Proposal in a separate file.

Name & Title of Authorized Signatory(ies)
(print or type)

Signature(s) of Individuals or Authorized
Signatory(ies)

Date: _____

FORM B - List of Previous Projects (Proponent and Principal Consultant)

Project ___ of 2	Location of Project:
Title of Project:	Project Value:
Provide a brief description of the project:	
Describe specific activities completed:	
Describe how the Client is similar to CCC:	
Describe any interactions with local authorities in the PRC:	
Explain any challenges that were encountered and strategies/solutions taken to resolve them:	

FORM C - Project Team Members Previous Project

Project ___ of 1	Name of Project Team Member:
Title of Project:	Location of Project:
Provide a brief description of the project:	
Describe specific activities completed by the Team Member:	
Describe how the Client is similar to CCC:	
Describe any interactions with local authorities in the PRC:	
Explain any challenges that were encountered and strategies/solutions taken to resolve them:	

FORM D - Team Composition and Task Assignments

Name of Team Member	Title/Position	Firm	Area of Expertise	Task Responsibility

FORM E - Price Proposal Form

The Proponent must complete this Price Proposal Form and submit in Adobe Acrobat PDF file entitled Pricing Proposal. Failure to include a fully completed and signed Price Proposal Form may at CCC's discretion disqualify the Proposal and the associated Proponent.

All prices quoted must be firm and fixed for the duration of the Contract and in Canadian dollars (CAD).

CCC will pay the Service Provider monthly, in arrears, based on this Pricing Proposal.

The Proponent must provide optional pricing for two (2) additional one-year (1) option periods, as identified in Table 2.

The Proponent must provide optional pricing for the administration of a change in the Chief Representative, as identified in Table 3.

For evaluation purposes, the Firm Fixed price of Table 1 will be rated out of thirty (30) points, the pricing for Optional Services – Extension of Time in Table 2 will be rated out of five (5) points, and the pricing for Optional Services – Change of Chief Representative in Table 3 will be rated out of ten (10) points in accordance with the Evaluation Procedures, Part III.

Pricing in Table 4 is for pricing purposes only should CCC require these translation services during the Project. These prices will not be part of the Evaluation Procedure.

Table 1 – Initial Requirement (Year 1 – 3)			
ITEM	DESCRIPTION OF INITIAL REQUIREMENT	FIRM PRICE PER OFFICE/YEAR	NUMBER OF OFFICES
1	Operations and Financial Management Services of RO as per SoW	\$ CAD	10
	Sub-Total	\$	CAD
Note to Proponents: The Sub-Total amount of Table 1 of the Pricing Proposal will be the amount used by the Evaluation Board for the purposes of awarding points for the Firm Fixed Price out of a maximum of 30 points.			

Table 2 – Optional Services – Extension of Time (Year 4-5)			
ITEM	DESCRIPTION OF OPTIONAL REQUIREMENT	FIRM PRICE PER OFFICE	NUMBER OF OFFICES
1	Operations and Financial Management Services of RO as per SoW for Option Year 1	\$ CAD	10
2	Operations and Financial Management Services of RO as per SoW for Option Year 2	\$ CAD	10
	Sub-Total (Firm Price Per Office X Number of Offices for Lines 1-2)	\$	CAD

Note to Proponents:

The sub-total for Table 2 of the Pricing Proposal will be the amount used by the Evaluation Board for the purposes of awarding points for the Optional Services – Extension of Time out of a maximum of 10 points.

Table 3 – Optional Services – Additional Services		
ITEM	DESCRIPTION OF OPTIONAL REQUIREMENT	FIRM PRICE
3	Change of Chief Representative: Advise and implement all required compliance procedures for change and appointment of a non-resident Chief Representative including but not limited to IIT (compliance, review of taxable income and preparation of returns).	\$ CAD
4	Closing of CCC RO: Manage and coordinate closing of RO office including closing business registration and relationship with local authorities, banks, CIIC and other activities related to the closing RO office in the PRC.	\$ CAD
	Sub-Total	\$ CAD

Note to Proponents:

The sub-total for Table 3 of the Pricing Proposal will be the amount used by the Evaluation Board for the purposes of awarding points for the Optional Services – Additional Services out of a maximum of 5 points.

Table 4 – Optional Services – Translation Services		
ITEM	DESCRIPTION OF OPTIONAL REQUIREMENT	Unit price per word
1	Translation services from English to Chinese for items such as official documentation completed by an accredited translator	\$ CAD
2	Translation services from Chinese to English for items such as leases, contracts completed by an accredited translator	\$ CAD
3		

Note to Proponents:

The optional services in this table will not be used for evaluation purposes, but may be included in the resulting arrangement if they are provided.

The Proponent hereby submits that it will perform all the Services required pursuant to this RFP for a Firm Fixed Price of **(PROPOSANTS TO INCLUDE TOTAL PRICE OF TABLES 1, 2 and 3 HERE)**
\$ _____ CAD including all applicable costs, expenses, charges and excluding taxes.

Name & Title of Authorized Signatory(ies)
(print or type)

Signature(s) of Individuals or Authorized
Signatory(ies)

Date: _____

Annex A – CCC’s Corporate and Social Responsibility Framework

Corporate Social Responsibility (CSR) at the Canadian Commercial Corporation



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Purpose

Implementing a Corporate Social Responsibility (CSR) strategy is an important consideration for many organizations today as it provides the framework for ethical business conduct. This document outlines the guiding principles of the Canadian Commercial Corporation's (CCC) commitment to CSR and illustrates how these principles are incorporated in the way we do business. Moreover, it reflects the fact that CCC has implemented a number of CSR policies and practices and forms the basis for future policy development.

Compliance and Monitoring

All CCC employees are to comply with the content of this policy/instruction, related policies/instructions and all subordinate unit specific procedures as it pertains to the conduct of all CCC operations. It is incumbent upon each employee to know and abide by the content of this policy/instruction. Further, it is the responsibility of their respective Managers and Executive to ensure that:

- All employees are made aware of the policies, instructions or procedures that govern daily work activities, especially during the orientation phase of a new employee or an employee transferred from another business unit within CCC;
- All employees are continuously monitored in the application of all relevant policies, instructions and procedures during the conduct of daily business operations; and,
- Cyclical review of policies, instructions and procedures take place as defined in the 'Policy Governance Framework'; and that any resultant amendments or amendments otherwise derived from lessons learned be forwarded to VP Corporate Services and Chief Financial Officer (CS & CFO) for overall policy suite reconciliation.

Corporate Profile

The Canadian Commercial Corporation (CCC) is a Crown corporation and Canada's international contracting and procurement agency. Established in 1946, CCC's prime public policy mandate is to support the development of trade between Canada and other nations by helping Canadian exporters access markets abroad and by helping foreign buyers obtain goods from Canada.

CCC is accountable to Parliament through the Minister of International Trade, and operates within the International Trade Portfolio – comprising of the Global Affairs Canada (GAC), Export Development Canada (EDC) and CCC – in the pursuit of Canada’s trade policy objectives.

Definition of CSR

CSR is generally understood to be: *“the way a company balances its economic, environmental, and social objectives while addressing stakeholder expectations and enhancing shareholder value.”* (Global Affairs Canada)

Statement of Commitment to CSR

Describing the world as a Global Village rings especially true for CCC, as we do business on behalf of Canadian exporters in many countries around the world. Representing both the Government of Canada and Canadian exporters means that we must carefully consider all the implications of our business activities not only here at home but also abroad. CSR is an important consideration for CCC and, as such, it is threaded throughout our business practices.

Vision Statement and Operating Principles for CSR

CCC’s corporate vision for CSR, which was developed in 2003 as part of Phase One of the Corporation’s CSR Action Plan, set the groundwork for the Corporation’s CSR Strategy. In addition, this Vision incorporates five operating principles, towards which our policies and practices are focused:

“At CCC, we commit to operating in an environmentally, socially, and ethically responsible manner, and to respect Canada’s international commitments, while upholding the Corporation’s public policy mandate and acting within its resources.”

We achieve this by following these operating principles:

- Maintaining a high standard of **Corporate Governance**,
- Upholding our **Business Ethics**,
- Being conscientious of the **Environment**,
- Ensuring a supportive **Organizational Climate**; and,
- Contributing to our **Community**.

Code of Conduct and Business Ethics

CCC has distilled its five CSR Operating Principles into a *Code of Conduct and Business Ethics*. This Code is intended to govern behaviour internally and externally. All employees have access to a copy of the Code and are required to sign a Declaration of Compliance, acknowledging their understanding and agreement, annually.

Below is a concise summary of CCC's vision and actions taken on each of the operating principles.

CSR Principles

1. Corporate Governance

Good governance leads to sound decisions: ones that take into account all considerations including social, environmental and ethical aspects. As part of our CSR initiatives therefore, CCC will continue to maintain a high standard of corporate governance. CCC is accountable to numerous stakeholders and thus must conduct its business in an accountable and transparent manner.

CCC achieves good governance by ensuring:

- Board of Directors independence
- Board of Directors assessment and oversight
- Regularly held Board of Directors meetings
- Public disclosure of Corporate expenses
- Financial accountability
- Synergistic Board and Senior Management relations
- Stakeholder engagement through regularly held annual public meetings
- Rigorous planning and reporting practices
- Culture of continuous improvement

2. Business Ethics

CCC is committed to upholding its values and ethics in all its business practices. As stated in our corporate values: *"our integrity is not negotiable and we expect the same from our colleagues and business associates. Trust, fairness and honesty are intrinsic to all our interactions."* As such, the Corporation is continually improving its ethical

practices. The Corporation has CSR practices in place with regards to conflict of interest and the proactive disclosure of wrongdoing. In addition, CCC has instituted a *Code of Conduct and Business Ethics* to promote ethical and professional behaviour by its employees and to assist employees and our representatives in making decisions related to their day-to-day operations.

Bribery and Corruption

CCC is subject to the *Corruption of Foreign Public Officials Act*, which stipulates that bribing foreign government employees is a criminal activity. The Corporation has, therefore, included in all its domestic contracts with Canadian suppliers a clause prohibiting the bribery and corruption of government officials. As such, should a Canadian supplier be caught bribing a government official while under a contract with CCC, the Corporation reserves the right to apply various sanctions including the termination of the contract with the supplier.

Moreover, as part of the Corporation's due diligence process relative to onboarding Canadian suppliers, and to prevent suppliers from engaging in bribery and corruption, CCC also assesses suppliers' ethical business practices on a project-by-project basis. This ethical due diligence focuses on the origins of each foreign market opportunity, and intensifies if third party agents/representatives are known to have been involved in the early stages of a particular opportunity. From the standpoint of anti-corruption risk, CCC's relationship with its Canadian suppliers under its services agreement and domestic contracts is akin to that of a distributor of CCC's products or a business partner or representative of CCC. Therefore best practices with respect to risk assessment, due diligence and compliance measures in respect of Suppliers should be similar to those in a commercial context for business partners such as joint venture partners, representatives including agents, or distributors.

Conflict of Interest

CCC adheres to the Treasury Board's *Conflict of Interest and Post-Employment Code for Public Service*, which serves as the Corporation's internal policy on Conflict of Interest. As a condition of employment, all employees must sign an *Employee Certification Document* to ensure that they have read and understood this Policy in order to promote ethical practices at the Corporation. In addition, employees are required to review their obligations under the Code once a year and update their information whenever a material change occurs.

Disclosure of Wrongdoing in the Workplace

CCC adheres to the *Public Servants Disclosure Protection Act* of April 15, 2007. This legislation requires the Corporation to establish a process to encourage employees to report serious wrongdoing within their workplace and to protect them from reprisal when they do so. As such, CCC has a corporate policy entitled *Internal Disclosure of Wrongdoing in the Workplace* for the application of this Act. As required by the Act, CCC has appointed a Senior Officer (VP Legal Services) responsible for the establishment of an internal disclosure procedure and ensuring compliance with the Act.

Human Rights

CCC values human rights and promotes and abides by the Government of Canada's foreign policy as it relates to this issue. As such, the Corporation respects the Government of Canada's economic and trade sanctions, and international treaties.

3. Environment

Through the *Canadian Environmental Assessment Act* (CEAA), the federal government is committed to supporting sustainable development by assessing the environmental effects of its decisions, operations, projects and activities before irrevocable decisions are taken that commit the government to a course of action.

The CEAA, however, is not applicable to CCC in its usual role as either procurement agent or prime contractor as the Corporation is neither the 'Proponent' nor the 'Funding Agency' of the project as described in section 5 of the CEAA. Nevertheless, in the formulation of its own project support environmental policy, CCC has adopted the spirit and intent of CEAA such that CCC will not support projects which will cause significant adverse environmental effects.

CCC Environmental Assessment Policy

In June 2010, CCC's Board of Directors formalized the Corporation's environmental review process by adopting the CCC Environmental Assessment Policy, thus replacing the '2002-03 Interim Corporate Environmental Review Framework'. The CCC Environmental Assessment Policy adopts the requirements of the CEAA and provides guidelines for obtaining and reviewing environmental assessments based on the CEAA requirements, including the Project out of Country Regulations pursuant to the CEAA.

In cases where projects are funded through other export credit agencies or international organizations such as the World Bank, the Corporation, as part of its own due diligence and in keeping with CEAA, reviews the environmental assessments completed for these institutions to assure that the project will not have significant adverse environmental effects.

Greening CCC Operations

Just as CCC oversees its project responsibilities in terms of environmental impact and review, it is also seeking to enhance its responsible corporate citizenship through active oversight of its own operations and the impact they may have on the environment. Through this definitional target policy, employees at all levels are not only challenged to improve the way in which they conduct daily operations but to do so with the objective of reducing environmentally consumptive behaviours.

4. Organizational Climate

At CCC our strength is our people; therefore, we strive to build a work environment that fosters respect and the highest levels of professionalism. We are also committed to continuously developing the unique skills our clients value. The maintenance of a positive organizational climate reflects effective CSR practices as it fuels ethical behaviour, enhances communication, and creates a positive environment in which CCC can operate. To promote a positive climate CCC has developed its own values, holds regular meetings to communicate with staff, and has established sound health and safety practices as well as policies for learning and recognition.

Values

CCC's business practices and activities are rooted in a set of shared values, which were produced as part of Phase One of the Corporation's CSR Action Plan in 2003-04, and are as follows:

- **Client-focused**
We are a client-focused organization. We are adaptable and creative in finding solutions for our clients.

- **Professionalism**
We approach our work with the highest levels of professionalism, and demand the same of our partners. We are committed to continuously developing the skills that our clients value.

➤ **Integrity**

Our integrity is not negotiable and we expect the same from our colleagues and business associates. Trust, fairness and honesty are intrinsic to all our interactions.

➤ **People**

Our strength is our people. We build lasting relationships through respect for others and ourselves.

These values not only align with the Corporation's CSR Vision and Operating Principles, but are, in effect, the basis for our corporate CSR efforts. These values of Client-focused, Professionalism, Integrity, and People serve as a framework to guide the daily actions and decisions of CCC employees and represent the standards to measure all individual and collective actions.

Town Hall Meetings

In addition to a broad variety of business unit meetings to foster communication and a sense of community, CCC has instituted regular Town Hall Meetings with the President, where staff can have the opportunity to raise questions and concerns. In addition, the President's Office hosts regular Coffee Get-togethers for small groups of employees to discuss their thoughts, ideas and concerns about working at CCC.

Health and Safety

To promote a supportive and respectful organizational climate, CCC has implemented a variety of policies, including an Occupational Health and Safety policy, and a Harassment-free Workplace policy. These policies foster mutual trust, support, and respect by preventing conflict and harassment and ensuring that the work environment is safe and healthy.

Learning and Recognition

CCC is committed to developing the skills of our employees and has instituted a policy on Learning and a policy on Rewards and Recognition to promote our most important asset – our people. Broad, active support for learning is critical to ensuring that CCC continues to effectively fulfill its purpose as the international contracting agency of the Government of Canada. The specialized knowledge and skills associated with CCC's role is complex, and as such the Corporation recognizes that in order to maintain and enhance professional expertise, employees must have an opportunity to attend and participate in learning activities.

CCC supports a broad range of learning activities including, but not limited to: knowledge sharing amongst staff, formal training courses, educational support, learning assignments, and structured developmental programs. As such, support can be provided in any combination of the following ways:

- financial support (e.g. reimbursing tuition, paying course fees)
- time off work without pay (e.g. unpaid leave to pursue educational interests, or support for an assignment with another organization through Interchange Canada)
- time off work with pay (e.g. attendance at a course during working hours)

In addition, CCC places a high value on its workforce and has developed a multi-faceted Rewards & Recognition Program to ensure that exceptional work is not left unrecognized. Recognition is viewed as a process that boosts employee effectiveness by identifying and formally recognizing the contributions of individuals. Managers and employees use the Rewards and Recognition Program alike to highlight significant contributions to CCC. This includes the Outstanding Corporate Achievement Award, Peer Recognition Awards, Spot Awards, Long Service Awards, and Retirement Certificates.

5. Community Involvement

Through volunteer work with charitable organizations, CCC employees exemplify our values and commitment to CSR. The Corporation provides support for community activities through the promotion of employee volunteerism and fundraising. In addition, corporate responsibility is inherent in CCC's work, as the Corporation helps to promote transparency in business practices in the countries with which it works.

Volunteerism

CCC participates annually in the Government of Canada Workplace Charitable Campaign (GCWCC), which supports the United Way among other designated charities. This campaign has proven to be very successful for the Corporation, as it can typically boast about high-levels of employee participation and donations raised. CCC also sponsors a local charity-nominated needy family during the Christmas holiday time-frame through the provision of a hamper of children's gifts and foodstuffs, all raised from within the Corporation.

CCC promotes volunteerism by granting all employees one day of leave (with pay) to work as a volunteer for a charitable organization, community organization or community activity. This type of support enables employees to personally give back to the communities in which they live and work.

Education and Youth Employment

CCC also works to promote education and youth employment. The Corporation has sponsored Canadian university business students to participate in the Junior Team Canada Trade Missions. The Corporation last sponsored a student in FY2010-11 and views this type of community involvement as an opportunity to provide students with a chance to extend their education through skills training and experience.

Contracting and Procurement Expertise

In order to increase trade, CCC works in areas where there is a clear role for government. By responding to the need for additional contracting capacity in defence and emerging and developing markets, and by helping foreign governments benefit from Canadian export capabilities through the negotiation and execution of government-to-government contracts, CCC introduces transparency in international contracting and procurement.

For instance, when CCC signs a contract with a foreign government buyer and a contract with a Canadian exporter, the result is a secure and ethically sound government-to-government contract on the best possible terms and conditions for all parties concerned. In this way, CCC helps to promote ethically responsible business practices in the countries with which it operates and provides a leadership example for exporters not often familiar with foreign business practices.

Next Steps in Advancing CSR Practices at CCC

Going forward, the Corporation will continue to monitor best practices and adhere to all Government of Canada guidelines as they relate to CSR practices.

CCC participates in and is represented at symposiums hosted across the broader domain of Government (to include sister Crown Corporations). From these venues and active knowledge sharing between organizations, CCC is able to refresh itself and stay current with the most modern of applied CSR business activities as they apply to Government of Canada operations.



Document History

Original	Version 1.0
Approval: Name	A. Curleigh
Approval: Title	Chairman, Board of Directors
Approval: Date	October 1 st , 2008

Amendment History

Version/Date	Change Summary
1.1/Nov 15, 2010	Environmental Assessment Policy Update (Section 3)
1.2/April 26, 2011	Compliance & Monitoring/Greening CCC Ops plus Annual Content review
1.3/July 27, 2012	Section 2 Update to reflect in-place Code of Conduct & Business Ethics
1.4/March 26, 2014	Annual Review by BoD
1.5/March 11, 2015	'Bribery and Corruption' Section updated.
1.6/March 30, 2016	Annual Content Review – DFATD replaced with GAC.
1.7/March 28, 2017	Annual Content Review – No Changes
Note: Add Rows as Required	

Annex B - Due Diligence questionnaire



Sourcing Services: Due Diligence Questionnaire

Forming part of the larger Corporate Social Responsibility (CSR) Framework of CCC, and in keeping with the CCC Code of Conduct and Business Ethics (Code), this questionnaire is used to assist CCC in completing its due diligence review of its suppliers as well as demonstrating CCC's commitment to doing business with suppliers that respect the law and act with integrity. Note: where additional details are required, please attach the same.

Project Number: _____

Project Name: _____

Recipient Country: _____

Brief Description of Project: _____

Estimated Value of Project: _____

Section 1 – General Information

Company's Full Legal Name: _____

Nationality: _____

Industry: eg.
Consulting/Defence/Aerospace/
Engineering/Construction/Manufacturing: _____

Number of Employees: _____

Address in Canada: _____

Website Address: _____

Contact Person's Full Legal Name: _____

Telephone: _____

E-mail: _____

GST / HST #: _____

Section 2 – Ownership

2.1	How many years has your company been in business?		
2.2	Attach list of any former names of your company (if applicable).	Attached	N/A
2.3	Is your company a subsidiary or does your company have any subsidiaries and/or affiliates?	Yes	No
If yes, please provide the name of the parent, subsidiary and/or affiliate organization and the relationship to your company. Please provide an organizational chart, if available.			
2.4	Is your company publicly traded?	Yes	No
Private companies only: please attach a complete list of all owners, Directors and Officers. Please provide an organizational chart, if available.		Attached	N/A



Section 3 – Legal

3.1	Please attach a copy of incorporating documents.	Yes	N/A
If you answer <i>yes</i> to any of the following questions, please attach the details :			
3.2	Are there any judgments, claims, or arbitration proceedings or law suits threatened, pending or outstanding in any jurisdiction in excess of \$500,000 against your company (or any person listed in this questionnaire) within the last 5 years?	Yes	No
3.3	Has your company (or any person or entity listed in this questionnaire) filed any law suits or requested arbitration with any other federal government department or agency within the last 5 years?	Yes	No

Section 4 – Financial

Please attach the last 2 sets of annual financial statements (for the entity contracting with CCC).		Attached	
If you answer <i>yes</i> to any of the following questions, please attach the details :			
4.1	Has your company, by itself or in partnership or any of its Board of Directors or Senior Officers been subject to foreclosure, sought protection under any provision of any bankruptcy act or been placed in bankruptcy or receivership within the past 5 years?	Yes	No
4.2	Within the last 5 years, has your company (or any related companies) been in default of its lending agreements?	Yes	No

Section 5 - Integrity and Business Ethics

Within the past 5 years:			
If you answer <i>yes</i> to any of the following questions, please attach the details .			
5.1	For the following questions (5.1.a to 5.1.d), please indicate if your company (or any person or entity listed in this questionnaire), by itself or in partnership, or any of its related companies, principle shareholder, senior officer or senior management has ever:		
a.	been debarred by any government or international organization from tendering?	Yes	No
b.	been investigated for, been charged with, or been found guilty in any court, or subject to equivalent administrative measures, for violation of the <i>Corruption of Foreign Public Officials Act</i> or any other anti-corruption/bribery laws?	Yes	No
c.	been investigated for, been charged with, or been found guilty in any court, or subject to equivalent administrative measures of violating any rules or regulations governing the purchase or sale of goods or services to or by any government?	Yes	No
d.	been investigated or found guilty of violations involving income tax fraud, securities or competition laws?	Yes	No
5.2	Does your company have a written policy regarding corruption or bribery?	Yes	No
5.3	Does your company provide anti-corruption / anti-bribery training for those employees involved in high risk countries and activities?	Yes	No
5.4	Do you have controls and procedures established within your company with respect to foreign public officials being offered gifts, hospitality, entertainment, travel or other expenses?	Yes	No
5.5	Has your company been audited for business integrity compliance by a third-party in the last 5 years?	Yes	No



Section 6 – Government of Canada’s Integrity Regime

Please consult the following links:

<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html> and <https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>

6.1 Upon review of the Public Works and Government Services Canada (PWGSC) (in the process of being renamed to Public Services and Procurement Canada (PSPC)) Integrity Declaration Form and the Ineligibility and Suspension Policy , could your company be declared ineligible or suspended from being awarded a federal contract or real property agreement?	Yes	No
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Section 7 – Agents, Representatives and Business Partners

7.1 Does your company hire agents, representatives and/or third party intermediaries?	Yes	No
7.2 Does your company have a written policy and/or processes regarding the use of agents and representatives and third party intermediaries? If, yes, please attach a copy of the policy and explain how it has been applied.	Yes	No
7.3 If your company hires agents, representatives and/or third party intermediaries, does your company conduct risk-based due diligence before entering into any agreement with an agent, representative and/or third party intermediary? If, yes, please attach a sample of the due diligence completed for agents, representatives and/or third party intermediaries.	Yes	No
7.4 Are there any agents, representatives and/or third party intermediaries with respect to this project ?	Yes	No



Section 8 –Certificate of Compliance

This certificate is furnished with the intent that it may be relied upon as a basis for CCC to enter into a Supply Arrangement Agreement with the Supplier.

I am a senior officer of the company and I hereby certify in such capacity that, to the best of my knowledge, but after reasonable enquiry, that the information contained in response to this questionnaire is true and correct in all material respects.

I have reviewed the Public Works and Government Services Canada (PWGSC) (in the process of being renamed to Public Services and Procurement Canada (PSPC)) Integrity Declaration Form and the Ineligibility and Suspension Policy, and confirm that our company would not be declared ineligible or suspended from being awarded a federal contract or real property agreement.

Neither the company nor an affiliate, by itself or in a partnership, or anyone acting on our behalf, is / has been engaged or will engage in any illegal activity under any law including the *Criminal Code of Canada* and the *Corruption of Foreign Public Officials Act* or similar legislation in a foreign country.

Neither the company, by itself or in partnership, or anyone acting on our behalf in connection with the project are being investigated for, been charged with, or have been found guilty in any court, or subject to equivalent administrative measures by a public body for unethical business practices.

Furthermore, on behalf of the company I acknowledge and understand that:

CCC will suspend all dealings with the company if at any time there is credible evidence that an offence under the *Corruption of Foreign Public Officials Act* or similar legislation in a foreign country was or will be committed; and/or

CCC will inform law enforcement authorities promptly if there is credible evidence at any time that an offence was carried out in the pursuit or execution of the project.

Signed, this ____day of _____, 20__, in _____, Canada.

(Signature, Name and Title of Senior Officer of Supplier)

Privacy Statement: The personal information collected is to be used to determine eligibility for entering into agreements with the Canadian Commercial Corporation. An incomplete form may result in withdrawal of CCC's request for your participation in the solicitation. Any personal information will be maintained in the Personal Information Bank of the Canadian Commercial Corporation ("CCC"), and it will be protected, used and disclosed in accordance with the *Privacy Act*. Under this *Act*, you have the right to access your personal information and request changes to incorrect information.