

May 5, 2023

Standards Council of Canada  
55 Metcalfe Street, Suite 600  
Ottawa ON K1P 6L5  
Canada

**Subject: Request for Proposal (RFP) # 2022-12**

This document represents an invitation to Bidders to submit their proposals to the Standards Council of Canada (SCC) for Translation Services.

In accordance with the Statement of Work attached hereto as Appendix "B", SCC will issue a contract to the successful Bidder, establishing the pricing and terms / conditions under which the above-mentioned initiative will be undertaken.

Proposals must be received by SCC no later than **16:00 hours, (4 p.m.) EDT on Tuesday, June 6, 2023**. It is the Bidder's responsibility to deliver their proposal prior to **the time/date of bid closing**. Proposals received after 16:00 hours will not be accepted; they will be returned to the sender unopened.

**PROPOSALS ARE TO BE SUBMITTED ELECTRONICALLY TO [contracts@scc.ca](mailto:contracts@scc.ca)** by the time/date of bid closing (including the financial proposal).

**1. ATTACHMENT 1 – Technical Proposal**

*NOTE: No financial information is to be included in ATTACHMENT 1*

**2. ATTACHMENT 2 – Financial Proposal**

**Proposals that do not contain the requested documentation or deviate from the required financial format may be considered incomplete and disqualified.**

**SCC is not obliged to accept the lowest bid and/or any proposal.**

Questions with respect to the meaning or intent of this process, or requests for correction to any apparent ambiguity, inconsistency or error in the document must be submitted in writing to [contracts@scc.ca](mailto:contracts@scc.ca) and must be received by 12:00 hours (noon) EDT on **Wednesday, May 24, 2023**. All answers will be communicated to all potential bidders via CanadaBuys.

**Request for Proposal # 2022-12**

Standards Council of Canada (SCC)  
Request for Proposal (RFP)

## Request for Proposal 2022-12

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**APPENDIX A: REQUEST FOR PROPOSAL – ACCEPTANCE FORM**

**Proposal Submitted by**

\_\_\_\_\_  
**(Name of Company)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**(Complete Address)**

**GST/HST Number** \_\_\_\_\_ **BIN Number** \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

1. The Undersigned (hereinafter referred to as “the Bidder”) hereby proposes to the Standards Council of Canada (SCC) to furnish all necessary expertise, supervision, materials, equipment and other incidentals necessary to complete to the entire satisfaction of SCC or their authorized representative, the work described in the Statement of Work attached hereto as Appendix “B”.
  
2. The Bidder hereby proposes to perform and complete the work in accordance with the terms and conditions (at the place and in the manner) specified in:
  - (i) Appendix A - attached and entitled “Request for Proposal – Acceptance Form”;
  - (ii) Appendix B - attached and entitled “Statement of Work”;
  - (iii) Appendix C - attached and entitled “Technical Evaluation Criteria”;
  - (iv) Appendix D - attached and entitled “Financial Proposal”; and
  - (v) Appendix F - attached and entitled “Standing Offer Agreement”.
  
3. **Period of Services**
  - (i) The contract award date is the date that the contract is signed by the Bidder and SCC.
  - (ii) The service start date is the date that the Bidder and SCC agree to commence the work.
  - (iii) The Bidder hereby proposes to perform the work commencing on the service start date and have work completed at the time specified in the call-up.

**4. Financial Proposal**

The Bidder hereby proposes to perform and complete the work as per the financials outlined in Appendix D: Financial Proposal of SCC RFP #2022-12, which represents the total financial proposal.

## **5. Optional Modifications**

In the event that SCC requests the successful Bidder to proceed with any optional modifications or additional changes to the process, payment for this additional work will be based on the rates quoted (see Appendix D of SCC RFP #2022-12).

Authorization to proceed with additional work will be provided by way of a contract amendment as per the established proposal.

## **6. Optional Years**

SCC may decide, at its discretion, to exercise an option by means of formal contract amendment, to extend the term of the Standing Offer for up to two additional one-year periods at the rates proposed by the supplier in Appendix D.

## **7. Federal Goods and Services Tax (GST) and Harmonized Sales Tax (HST)**

The prices and rates quoted as part of the Bidder's proposal are NOT to include any provision for taxes.

## **8. Payment Schedule**

As a result of acceptance of the Bidder's proposal, SCC reserves the right to negotiate an acceptable payment schedule prior to the awarding of a contract and/or any amendments.

## **9. Appropriate Law**

Any contract awarded by SCC as a result of SCC RFP #2022-12 shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.

## **10. Tender Validity**

The Bidder(s) agree(s) that their proposal will remain firm for a period of 90 calendar days after **the time/date of bid closing**.

**Signatures**

The Bidder herewith submits this bid in accordance with the requirements specified in the Request for Proposal documents.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Per \_\_\_\_\_  
NAME OF COMPANY

Per \_\_\_\_\_  
(Signing Officer and Position)

Per \_\_\_\_\_  
(Signing Officer and Position)

## **APPENDIX B - STATEMENT OF WORK**

**APPENDIX B: STATEMENT OF WORK**

<b>Statement of Work Details RFP # 2022-12</b>	
<b>TITLE</b>	Master Standing Offer for Translation Services
<b>SCC SUBMITTAL DATE</b>	2023-05-05
<b>VENDOR RETURN DATE</b>	2023-06-06
<b>OBJECTIVE</b>	<p>To establish a list of up to ten (10) qualified translation service providers to support the requirements of the Standards Council of Canada (SCC) in providing high value effective and efficient professional translation services for the best value.</p> <p>There are two (2) streams in which the bidder can qualify.</p> <p>Stream one (1) Translation Services Agencies Stream two (2): Freelance Translators</p> <p>It is up to the bidder to identify which Stream they are bidding for.</p> <p>Call-ups:</p> <p>The period for awarding call-ups under the Standing Offer will be from date of issuance of a Standing Offer and will continue for one (1) year, plus two (2) irrevocable option periods of one (1) year each.</p> <p>Right of first refusal basis:</p> <p>The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.</p> <p>A call-up shall not exceed \$40,000 CAD. If a translation requirement exceeds this amount, it will be sourced competitively as per SCC's Procurement Policy. It is important to note that each translation requirement is individual. The same supplier can be used for multiple unique call-ups.</p>
<b>BACKGROUND</b>	<p>The Standards Council of Canada is a federal Crown Corporation with the mandate to promote efficient and effective use of standardization. Located in Ottawa, SCC has a Governing Council comprised of up to 13 members and a staff of approximately 150. The organization reports</p>



	<p>to Parliament through Innovation, Science and Economic Development Canada and oversees Canada's standardization network.</p> <p>SCC coordinates and facilitates the work of Canada's network of standardization stakeholders and offers a range of standardization-related programs and services that are intended to enhance the social and economic well-being of Canadians.</p> <p>SCC translates documents intended for internal and external stakeholders, as well as the public, in both official languages.</p> <p>It has a small in-house translation service and requires a portion of the work to be outsourced. On average, SCC outsources a total of approximately 850,000 words annually (English-French translation, and occasionally French-English translation) annually, based on a variety of unique requirements, varying in size.</p>
<b>SCOPE</b>	<p>In support of the above, SCC is seeking qualified translation services firms and freelance translators to provide the following, with the approval and supervision from SCC translation staff and the Senior Director, Communications:</p> <ul style="list-style-type: none"> <li>• English to French (and occasionally from French to English) translation services;</li> <li>• Comparative review and revision of French texts;</li> <li>• Translation into French of changes to texts previously translated.</li> </ul>
<b>TASKS / TECHNICAL SPECIFICATIONS</b>	<p>As a public-facing Crown corporation the quality of SCC's translations is paramount. All products returned to SCC shall be deemed by the supplier to be in their final form, and to have been reviewed by the supplier for quality control prior to delivery to SCC. SCC reserves the right to return the product to the supplier if it does not meet SCC's quality needs, as solely determined by SCC.</p>
<b>TRAVEL</b>	<p>Travel expenditures fall outside the scope of this RFP.</p>
<b>DEFINITIONS</b>	<p><b>Comparative review and revision of French text:</b> To compare the source and target texts and make corrections to ensure an accurate, correct and idiomatic translation that is adapted to its end use and compliant with the requester's requirements.</p> <p><b>Translation:</b> To render a written text from one language into another in order to transmit the equivalent message, in a manner that is true to the original in terms of level of language, style, tone and message, using appropriate terminology.</p> <p><b>Urgent translation service:</b> Translations that are required on the same business day or that involve translating more than 2,000 words per business day, or as otherwise determined by the bidder (to be specified by bidder).</p>

## **APPENDIX C - EVALUATION CRITERIA**

## APPENDIX C: EVALUATION CRITERIA

### General

A Technical Evaluation Committee, consisting of at least three (3) SCC or SCC-appointed representatives, will be formed to assess all bids received in response to SCC RFP# 2022-12. The committee will be dissolved subsequent to the successful completion of their duties in selecting the Bidder with whom SCC will contract for the delivery of the project.

Proposals will be evaluated in accordance with the evaluation criteria identified and in conjunction with the Statement of Work (SOW). Bidders are encouraged to address these criteria in sufficient depth in their proposals to permit a full evaluation of their proposals. The onus is on the Bidder to demonstrate that it meets the requirements specified in the solicitation.

Bidders are advised that only listing experience without providing any supporting information to describe where and how such experience was obtained will not be considered to be demonstrated for the purpose of the evaluation. The Bidder should not assume that the evaluation team is necessarily cognizant of, or knowledgeable about, the experience and capabilities of the Bidder or any of the proposed resource(s); as such, any relevant experience must be demonstrated in the Bidders' written proposal. The Technical Proposal must not exceed 20 pages, excluding appendices.

### Steps in the Evaluation Process

#### Step 1 – Evaluation against Mandatory Criteria

All bids will be evaluated to determine if the mandatory requirements detailed in *Appendix C Technical Evaluation Criteria: Part A Mandatory Criteria* have been met. Only those bids meeting ALL mandatory requirements will be considered.

#### Step 2 – Evaluation against Point-Rated Criteria

All bids meeting the criteria from Step 1 will be evaluated and scored, in accordance with the point-rated criteria detailed in *Appendix C Technical Evaluation Criteria: Part B Point-Rated Criteria*, to determine the Bidder's Total Technical Merit Score. All bids meeting the minimum thresholds in Step 2 will proceed to Step 3.

#### Step 3 – Evaluation of Financial Proposals

Only technically compliant bids meeting all of the requirements detailed in Steps 1 and 2 will be considered at this point.

Bidders must provide a price for each item identified in the format specified in *Appendix D Financial Proposal*. Ranges (e.g., \$10-\$13) are not acceptable.

#### Step 4 – Basis of Selection

Suppliers may submit a bid for the Stream of their choice. The Stream that the supplier selects should be clearly identified in their bid submission.

Up to **Five (5)** Standing Offers will be awarded for each Stream based on the following:

The selection will be based on the highest combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.

To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.

To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.

## TECHNICAL EVALUATION CRITERIA

### Part A: Mandatory Criteria

Proposals will be evaluated in accordance with the mandatory evaluation criteria as detailed herein.

Item	Mandatory Requirement	Compliant (Yes/No)
<b>M1</b>	<p>The bidder must provide a description of their core services and service standards which includes:</p> <ul style="list-style-type: none"> <li>• their response times and turnaround times</li> <li>• their quality control policy and procedures</li> <li>• a description of their qualification and testing criteria for the translators they employ, if applicable</li> <li>• their subcontracting policy, if any</li> <li>• their business hours</li> <li>• a list of their areas of expertise, e.g. administrative, environment, building, legal, medical, etc.</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>M2</b>	The Bidder must attest in writing that they have the capacity to deliver services in both official languages in accordance with the Official Languages Act (OLA)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>M3</b>	The bidder must provide a price list for all service offerings based on tasks performed (see Appendix D for an example).	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>M4</b>	The bidder must provide support material showcasing four different projects featuring the bidder's work.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>M5</b>	The bidder must provide the names of three (3) clients whom SCC can contact for references.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>M6</b>	The bidder must provide the completed exam in Appendix E upon bid submission.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>M7</b>	The Technical Proposal must not exceed 20 pages, excluding appendices.	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Part B: Point-Rated Criteria

The Bidder should demonstrate experience and qualifications with each one of the following requirements. The experience demonstrated will be evaluated and scored in accordance with specific evaluation criteria detailed hereafter.

### STREAM 1: Translation Services Agencies

Category	Max. Points
R1: Overall Experience	85
R2: Processes and Measures to Manage Excessive Work Volume and Urgent Translation Requests/Business Continuity Plan	20
R3: Quality of Proposal	5
<b>Total Possible Points</b>	<b>110</b>

77 of the possible 110 points must be achieved (70%) in order for the financial elements of the bid to be evaluated.

### STREAM 2: Freelance Translation Providers

Category	Max. Points
R1: Overall Experience	85
R3: Quality of Proposal	5
<b>Total Possible Points</b>	<b>90</b>

63 of the possible 90 points must be achieved (70%) in order for the financial elements of the bid to be evaluated.

## POINT-RATED CRITERIA

### Stream 1: Translation Services Agencies and Stream 2: Freelance translation providers

#### R1 Overall Experience

The Bidder must provide examples that demonstrate the extent to which they meet each criterion.

Item	Rated Criteria	Max points
<p><b>R1A Number of Years of Experience</b></p> <p>The bidder must demonstrate its number of years of experience in providing English to French translation services in the field(s) specified in the Statement of Work.</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- <b>Up to 4 points</b> for less than 5 years of experience.</li> <li>- <b>Up to 8 points</b> for between 5 and 10 years of experience.</li> <li>- <b>Up to 10 points</b> for more than 10 years of experience.</li> </ul> <p>*For Translation Services Agencies, please provide the years of experience that applies to the least qualified translator that may be assigned to SCC projects. If translations are systematically being reviewed; the revisor's years of experience may be selected.</p>	<b>10</b>
<p><b>R1B Capacity</b></p> <p>The bidder must demonstrate its daily English to French translation capacity (at regular rates).</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- <b>Up to five (5) points</b> for less than 1000 words per day.</li> <li>- <b>Up to seven (7) points</b> for up to 1499 words per day.</li> <li>- <b>Up to eleven (11) points</b> for more than 1500 words per day.</li> <li>- <b>Up to twelve (12) points</b> for more than 2000 words per day.</li> </ul>	<b>12</b>
<p><b>R1C Responsiveness</b></p> <p>The bidder must clearly describe how it evaluates and responds to new translation requests by identifying what the standard response time to</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- <b>Up to 3 points</b> if the standard response time to accept or refuse a request is more than one (1) business day.</li> <li>- <b>Up to 5 points</b> if the standard response time to accept or refuse a request .is between four (4) hours and one (1) business day.</li> <li>- <b>Up to 7 points</b> if the standard response time to accept or refuse a request is between (1) hour and four (4) hours or less.</li> </ul>	<b>9</b>

accept or refuse a translation request is.	<ul style="list-style-type: none"> <li>- <b>Up to 9 points</b> if the standard response time to accept or refuse a request is one (1) hour or less.</li> </ul>	
<p><b>R1D Processes</b></p> <p>The bidder must clearly describe the processes and measures in place to effectively manage translation requests as it relates to Mandatory Criteria M1.</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- <b>0 points</b> – The process for managing translation requests and documents to be translated is not described.</li> <li>- <b>4 points</b> – The process for managing translation requests and documents to be translated is poorly described with limited detail or is unclear.</li> <li>- <b>8 points</b> – The process for managing translation requests and documents to be translated is described in some detail but does not clearly delineate between existing corporate processes and measures to be implemented specifically for SCC.</li> <li>- <b>12 Points</b> – The process for managing translation requests and documents to be translated is reasonably described with a good level of detail of existing corporate processes but does not clearly describe any measures to be implemented specifically for SCC.</li> <li>- <b>16 Points</b> – The process for managing translation requests and documents to be translated is thoroughly described, in detail, including existing corporate processes and specific measures to be implemented for SCC.</li> </ul> <p>*Descriptions may include:</p> <ul style="list-style-type: none"> <li>➤ Workflow chart that includes quality assurance processes.</li> <li>➤ Procedures to account for client instructions, preferences and feedback and to ensure reference material is leveraged.</li> <li>➤ Terminology management and validation processes.</li> <li>➤ Vetting or post-editing processes for any computer assisted translation or machine translation outputs.</li> <li>➤ ISO Certification for translation services.</li> <li>➤ Procedures to ensure data protection.</li> <li>➤ Procedures to report delays or request deadline extensions.</li> </ul>	<b>16</b>



<p><b>R1E Ability to deliver high quality translation services.</b></p> <p>The Bidder's four (4) samples submitted under M4 must demonstrate its ability to deliver high quality translations.</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- <b>0 points</b> – None of the samples show equivalent meaning and format.</li> <li>- <b>5 points</b> – One of the samples shows equivalent meaning and format.</li> <li>- <b>10 points</b> – Two samples show expected equivalent meaning and format.</li> <li>- <b>15 points</b> – Three samples show expected equivalent meaning and format.</li> <li>- <b>20 points</b> – All samples show expected equivalent meaning and format.</li> </ul>	<p><b>20</b></p>
<p><b>R1F Ability to demonstrate quality of spelling, grammar and punctuation.</b></p> <p>The Bidder's four (4) samples submitted under M4 will be evaluated on the demonstrated quality of spelling grammar, and punctuation:</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- <b>0 points</b> – None of the samples use proper spelling, grammar, and punctuation.</li> <li>- <b>4 points</b> – Only one of the samples applies the proper use of spelling, grammar, and punctuation.</li> <li>- <b>6 points</b> – Two samples apply the proper use of spelling, grammar, and punctuation;</li> <li>- <b>8 points</b> – Three samples apply the proper use of spelling, grammar, and punctuation;</li> <li>- <b>10 points</b> – All samples apply the proper use of spelling, grammar, and punctuation.</li> </ul>	<p><b>10</b></p>
<p><b>R1G Exam</b></p> <p>The bidder must complete the exam in Appendix E and return the Exam with their bid.</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- <b>2 points</b> for the layout if the text retains the original layout.</li> <li>- <b>2 points</b> for accuracy if the target text conveys the same message as the source text.</li> <li>- <b>2 points</b> for readability if the target text is clear and idiomatically authentic and has the appropriate tone and style as the source text.</li> <li>- <b>2 points</b> for exactness if the target text is free of grammatical, typographical, syntactic, or spelling mistakes and contains no additions or omissions in the source text.</li> </ul>	<p><b>8</b></p>

## Stream 1 Only: Translation Services Agencies

### R2 Processes and Measures to Manage Excessive Work Volume and Urgent Translation Requests/Business Continuity Plan

The Bidder must provide examples that demonstrate the extent to which they meet each criterion.

Item	Rated Criteria	Max points
<p><b>R2A</b></p> <p>The bidder must clearly describe the processes and measures in place as it pertains to:</p> <p>1) Management of excessive work volume or urgent requests (ex. Procedures ensuring the availability of sufficient resources)</p> <p>2) Contingency or business continuity plan (ex. Delivery plan during a system outage, severe weather contingency plan, etc.)</p>	<p>Points will be awarded as follows:</p> <ul style="list-style-type: none"> <li>- <b>10 points</b> if the description of the processes and measures in place is incomplete, missing some details, or is not realistic or technically feasible.</li> <li>- <b>15 points</b> if the description of the processes and measures in place is detailed enough to include a description of the steps that will be undertaken to meet each deliverable outlined in the SOW but is missing some details.</li> <li>- <b>20 points</b> if the description of the processes and measures in place is detailed enough to include a description of the steps that will be undertaken to meet each deliverable outlined in the SOW; the procedures and measures must be complete, realistic, technically feasible, and tailored to the expected outputs of the requested translation services.</li> </ul>	<p><b>20</b></p>

## Stream 1: Translation Services Agencies and Stream 2: Freelance translation providers

### R3: Quality of the Proposal

The Technical Evaluation Committee will assess the quality of the proposal to determine whether the information organized within the proposal is presented in a clear and comprehensive fashion. The Bidder is asked to assure that material within the proposal is formatted, organized and written in such a way as to make clear to the reviewer where responses to mandatory and point-rated requirements are located.

Item	Rated Criteria	Max Points
<b>R3A</b> The bid should be written in a clear, concise, and professional manner	Points will be awarded as follows: <ul style="list-style-type: none"><li>- <b>Up to 1 point</b> if the proposal is poorly organized, difficult to read, and contains frequent typos;</li><li>- <b>Up to 3 points</b> if the proposal is generally well-organized but is somewhat difficult to read and contains some typos;</li><li>- <b>Up to 5 points</b> if the proposal is highly organized, concise, clearly written, and contains very few to no typos.</li></ul>	<b>5</b>

**APPENDIX D: FINANCIAL PROPOSAL**  
**(To be supplied by the Bidder)**

**APPENDIX D: FINANCIAL PROPOSAL**

**RFP-2022-12: Translation Services  
Price List for Core Services  
(Cdn\$)**

Please complete the below financial template and submit as **ATTACHMENT 2 – Financial Proposal**.

**Initial Contract Period – Upon Contract Award to March 31, 2024**

SERVICE	COST CATEGORY	Unit	Regular Rate (95%)	Urgent Rate (5%)
Translation (90%)	Regular translation	Cents/word		
	Technical translation	Cents/word		
	Legal translation	Cents/word		
Revision and translation of changes (10%)	Regular Revision	\$/hour		
	Technical Revision	\$/hour		
	Legal Revision	\$/hour		

*The percentages represent the volume of services and the weighting of each rate type on the total price score.*

*The average extended price for the initial contract period and the two optional periods will be combined to establish the final total average price to use in determining the successful bidder(s).*

*To establish the pricing score, each averaged services tendered prices of the qualified bids will be prorated against the lowest evaluated price.*

**Optional Period One (1) – April 1, 2024 to March 31, 2025**

SERVICE	COST CATEGORY	Unit	Regular Rate (95%)	Urgent Rate (5%)
Translation (90%)	Regular translation	Cents/word		
	Technical translation	Cents/word		
	Legal translation	Cents/word		
	Regular Revision	\$/hour		

Revision and translation of changes (10%)	Technical Revision	\$/hour		
	Legal Revision	\$/hour		

*The percentages represent the volume of services and the weighting of each rate type on the total price score.*

*The average extended price for the initial contract period and the two optional periods will be combined to establish the final total average price to use in determining the successful bidder(s).*

*To establish the pricing score, each averaged services tendered prices of the qualified bids will be prorated against the lowest evaluated price.*

**Optional Period Two (2) – April 1, 2025 to March 31, 2026**

SERVICE	COST CATEGORY	Unit	Regular Rate (95%)	Urgent Rate (5%)
Translation (90%)	Regular translation	Cents/word		
	Technical translation	Cents/word		
	Legal translation	Cents/word		
Revision and translation of changes (10%)	Regular Revision	\$/hour		
	Technical Revision	\$/hour		
	Legal Revision	\$/hour		

*The percentages represent the volume of services and the weighting of each rate type on the total price score.*

*The average extended price for the initial contract period and the two optional periods will be combined to establish the final total average price to use in determining the successful bidder(s).*

*To establish the pricing score, each averaged services tendered prices of the qualified bids will be prorated against the lowest evaluated price.*

**NOTES**

Unit: (Cents per word, hourly rate, etc.)

Urgent translations: Translations that are required on the same business day or that involve translating more than 2,000 words per business day, or as otherwise determined by the bidder (to be specified by bidder).

All figures should be referenced in Canadian currency, pre-tax.

## **APPENDIX E: EXAM**

## APPENDIX E : EXAM

Traduire le court texte suivant vers le français (358 mots). La traduction doit être faite à l'ordinateur en écrasant la version anglaise.

### **A rapid shift to remote work, a safe return to the workplace**

Like nearly every organization in Canada, the COVID-19 pandemic meant we had to embrace new ways of working. As the majority of our people shifted to remote work and embraced digital collaboration both internally and with partners around the world, we began to see ourselves not as a place but a *platform*—one with fewer boundaries and far more possibilities.

The decision to revise our emergency preparedness and business continuity plans as the pandemic loomed in early 2020 paid off, ensuring we could make a seamless transition to remote work. Acquiring an additional 2,500 virtual private network (VPN) licences, investing in digital collaboration software, adopting digital signatures and electronic records, and providing staff with portable equipment as needed helped our teams stay connected, engaged and productive as the pandemic began.

### **A more diverse, inclusive organization**

Increasing the diversity of our workforce and creating a more inclusive organization continued to be a priority in 2020–21. Diversity and inclusion fuel innovation by bringing more voices to the table—and we endeavour to be a workforce that is representative of the country we serve.

### **Making a commitment to a diverse, inclusive and anti-racist organization**

We need to foster a welcoming and supportive workplace where everyone has a true sense of belonging and can be at their best. All members of our senior executive committee signed a pledge that confirms our personal and collective commitment to learn, reflect and take steps to drive positive and enduring change. We also launched 3 web portals with resources for employees, managers and supervisors: an anti-racism portal and an EDI portal, as well as one focussed on improving mental health.

Recognizing that our internal systems and structures have room for improvement in this regard, in fall 2020 we launched a thorough review of our employment practices with a view to identifying systemic barriers. Our goal is to ensure an equity, diversity and inclusion (EDI) lens is applied to all aspects of recruitment, retention and promotion. The results of this review will inform the development of our new 3-year EDI strategy for 2021–24.



## **APPENDIX F: RESULTING STANDING OFFER**

## STANDING OFFER No. 2024-XX

This **Standing Offer Agreement** (“**Agreement**”) is made on the XX day of XXXX, 2023 (the “**Effective Date**”) between XXXXXXXX, (the “**Contractor**”) and the **STANDARDS COUNCIL OF CANADA**, a corporation incorporated under the *Standards Council of Canada Act*, R.S.C. 1985, c. S-16 (“**SCC**”).

1. SCC wishes to engage the Contractor to provide certain services; and
2. The Contractor wishes to provide SCC with such services on and subject to the terms and conditions set forth herein.

In consideration of the covenants and agreements herein contained, the Parties covenant and agree as follows:

### 1. INTERPRETATION

**1.1 Definitions.** In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the expressions following shall have the meanings specified below:

**Agreement** – Means this agreement and includes any schedules, attachments, amendments, exhibits and [Call-Up\(s\)](#) referencing this Agreement, or expressly made a part hereof, as amended, modified or supplemented from time to time.

**Business Days** – Monday through Friday, except when any such day occurs on a Canadian statutory holiday.

**Call-Up** – Means a written document executed by the Parties pursuant to which SCC requests, and the Contractor agrees to perform, certain selected assignments from within the Services, which Call-Up shall be in the form attached hereto as [Appendix C](#).

**Contractor Background IP** – Means all: (a) methods, concepts, inventions (whether patentable or not), discoveries, systems, processes, techniques, methodologies, concepts, know-how, business strategies (including user interfaces, , measurement strategies), data, market research and analysis, databases, tools, templates, technology (including software in executable code and source code), documentation, specifications, designs, or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, the Contractor prior to the commencement of any Service pursuant to this Agreement; and (b) all improvements, enhancements or derivatives to the items described in (a) that are developed by the Contractor independent of the performance of the Services under this Agreement [and identified as such in a Call-Up](#).

**Contractor Data** – All data supplied or provided or made available to SCC (or its subcontractors) by Contractor (directly or indirectly), including all customer information, all data (including Personal Information) and other information generated from or derived out of the Contractor’s process.

**Contractor IP** – Has the meaning ascribed to it in Section 5.2.

**Deliverables** – All materials, services or work product prepared for and submitted to SCC hereunder by the Contractor or its agents or employees from time to time in the performance of the Services or pursuant to a Call-Up.

**Effective Date** – Has the meaning ascribed to it in the recitals to this Agreement.

**Intellectual Property Rights or IP** – All intellectual property rights, including: (i) rights associated with works of authorship, including copyrights, moral rights, publicity rights, personality rights, and mask-work rights; (ii) trademarks, trade names, service marks, logos and other proprietary designations and the goodwill associated therewith; (iii) trade secret rights; (iv) patents, designs and algorithms; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, licence or otherwise; and (vi) applications, registrations, renewals, extensions, continuations, divisions, reissues or amendments thereof now or hereafter in force (including any rights in any of the foregoing).

**Laws** – Means applicable laws (including common law), statutes, by-laws, rules, regulations, orders, ordinances, codes, guidelines, policies, notices, directions, decrees, judgments, awards or requirements having force of law issued by any Governmental Authority.

**Parties** – Means, collectively, the Contractor and SCC and “**Party**” means any one of them.

**Personal Information** – As such term is defined in the *Privacy Act* (Canada) as amended.

**SCC Background IP** – All: (a) methods, concepts, inventions (whether patentable or not), discoveries, systems, processes (including sales and services processes), techniques, methodologies, concepts, know-how, business strategies (including CRM strategies, product strategies, pricing strategies, product bundling strategies), data, market research and analysis, databases, tools, templates, technology (including software in executable code and source code), documentation, specifications, designs, or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, SCC prior to the commencement of any Service pursuant to this Agreement; and (b) all improvements, enhancements or derivatives to the items described in (a) that are developed by SCC or Contractor in any connection with the performance of the Services under this Agreement and defined in each subsequent call-up

**SCC Data** – All data supplied or provided or made available to the Contractor (or its subcontractors) by SCC (directly or indirectly) or available on or through the Contractor (or third party) systems in any connection with the provision of the Services, including all SCC customer information and data (including Personal Information) and all other data generated or derived by, and data collected by or for, SCC in connection with the provision of Services.

**SCC IP** – Has the meaning ascribed to it in Section 5.1.

**Services** – Has the meaning ascribed to it in Section 3.1.

**Service Fees** – Has the meaning ascribed to it in Section 4.1.

**Service Levels** – Has the meaning ascribed to it in Section 3.4.

**Term** – Has the meaning ascribed to it in Section 2.1.

**1.2 Schedules.** The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Appendix A – Statement of Work  
Appendix B – Financial Terms and Conditions  
Appendix C – Call-Up Form  
Appendix D – Conflict of Interest Agreement

## **2. TERM**

**2.1 Term.** The term of this Agreement shall commence on the Effective Date and shall remain in force until March 31, 2024 unless terminated earlier in accordance with the terms of this Agreement (the “**Term**”). The supplier will grant to SCC, two irrevocable option periods of one (1) year each.

## **3. SERVICES**

**3.1 Services.** Subject to the terms and conditions set forth in this Agreement, the Contractor hereby acknowledges and agrees and is prepared and able to provide to SCC the services described and identified in Appendix A in respect of which the Contractor is pre-qualified to provide (the services described and identified in Appendix A which the Contractor is pre-qualified to provide are hereinafter collectively referred to as the “**Services**”). The Contractor hereby agrees to provide the specific Services which SCC may, from time to time, identify and request pursuant to and through the issuance of a Call-Up. For greater certainty, SCC may from time to time, pursuant to a Call-Up, request that the Contractor provide any or all of the Services identified in Appendix A which the Contractor is pre-qualified to deliver and provide. The Services shall include all services, functions and responsibilities that are inherent, necessary or required for proper performance of the Services. Nothing in this Agreement shall be construed or interpreted to prevent SCC from obtaining from third parties, or providing to itself, any or all of the Services described in this Agreement.

**3.2 Call-Up.** A Call-Up, when executed by both Parties, shall be incorporated to this Agreement and made a part hereof. By executing and delivering a Call-Up, the Contractor thereby further restates and confirms the representations and warranties set forth in this Agreement, including, without limitation, the representations and warranties set forth in Section 7. A duly executed Call-up, in conjunction with the Agreement, constitutes a legally binding contract. Any amendment to a Call-Up must be in writing. The Call-Up shall specify: (a) the type of Service(s) required, (b) a description of the scope of Service(s) to be performed by the Contractor; (c) any Deliverables to be provided by the Contractor as part of the Service(s); (d) any addition or modification to the Services referred to in Appendix A; (e) the basis of payment for the Service(s) (in alignment with Appendix B – Financial Terms and Conditions); (f) the Persons or entities (including subcontractors) involved in providing the Services and (g) such other terms and conditions as the Parties may wish to include.

**3.3 Subcontracting.** The Contractor shall only use its employees to perform Services, and shall not use subcontractors, unless SCC gives its prior written consent, in its sole discretion. In the event SCC consents to the use of subcontractors, Contractor shall remain fully responsible and liable for the fulfilment of all terms and conditions of this Agreement by its agents, subcontractors, and independent consultants, including without limitation, confidentiality, assignment of rights and other intellectual property provisions. Contractor shall be exclusively responsible for the remuneration of any kind for such agents, subcontractors and independent consultants.

**3.4 Measurement & Reporting.** The Contractor shall implement and operate measurement and monitoring tools and procedures required to measure and report its performance relative to the applicable Service Levels, if any. The Contractor will provide such reports as specified in Appendix A (Statement of Work), Appendix B (Financial Terms & Conditions) or, Appendix C (Call-Up Form) at the frequencies set out therein or as otherwise mutually agreed upon by the Parties at no additional cost. Reports will be available in hard copy and/or electronically/online. The Contractor also shall provide SCC with information and access to the measurement and monitoring tools and procedures utilized by the Contractor for purposes of audit verification. SCC shall not be required to pay for such measurement and monitoring tools or the resource utilization associated with their use.

#### **4. FEES, PAYMENT AND TAXES**

**4.1 Service Fees.** In consideration of the provision of the Services, SCC shall pay Contractor the fees specifically set forth in the applicable Appendices or Call-Up. SCC will not be required to pay the Contractor any amounts for the Services in addition to those set forth herein or in the applicable Appendices, unless the Parties mutually agree in writing to payment of additional amounts. Contractor will be responsible, at its cost, for providing all facilities, personnel and other resources as are necessary to provide the Services, except as otherwise expressly indicated in this Agreement or a Call-Up.

**4.2 Invoice and Payment.** Invoice and payments shall be executed as set forth in Appendix B, and shall be sent to SCC on a bi-weekly or monthly basis for completed work. The contractor is also advised to include no more than 25 call-ups per invoice. The Contractor hereby agrees to quote a Call-Up number or identifier as specified by SCC on all invoices.

**4.3 Expenses.** Service Fees include costs and expenses as outlined in the applicable Appendices or Call-Up. Expenses that have not been pre-approved by SCC will not be reimbursed. The Contractor shall not seek reimbursement for expenses that are subject to mark-up, administration fees or margin.

**4.4 Taxes.** In addition, SCC agrees to pay the amounts of any sales, use, excise, value-added or services taxes or other governmental taxes that Contractor may be required to pay in relation to the Services or any payments hereunder, exclusive of franchise taxes or taxes based upon Contractor's net income. If the Contractor is not a Canadian resident, the Contractor agrees and acknowledges that SCC may deduct from its payment to the Contractor any applicable Canadian non-resident withholding tax imposed by and payable under Canadian law, unless the Contractor has satisfied SCC in writing that any payment under this Agreement is qualified for an exemption under Canadian law before the Contractor invoices SCC.

#### **5. PROPERTY AND OWNERSHIP**

**5.1 SCC IP.** Except as set forth in Section 5.2, SCC is and will be the sole and exclusive owner of all of the following items and property, including all Intellectual Property Rights therein: (a) all SCC Background IP and SCC Data; (b) all Deliverables, including all changes, enhancements or modifications thereto; (c) all data, information, materials and work product developed by SCC or its subcontractors independent of this Agreement; (d) all data information, materials and work product developed solely by SCC or by subcontractors of SCC under this Agreement; and (e) all data information, materials and work product that the Parties agree in writing is to be owned by SCC (collectively the "**SCC IP**").

**5.2 Contractor IP.** Contractor is and will be the sole and exclusive owner of all of the following items and property, including all Intellectual Property Rights therein: (a) all Contractor Background IP; (b) all data, information, materials, software applications, commercial networking platforms and work product developed by the Contractor or its subcontractors independent of this Agreement and (c) all data information, materials and work product that the Parties agree in writing is to be owned by the Contractor (collectively the “**Contractor IP**”).

**5.3 Deliverables.** Contractor shall have no right of ownership or any commercial right or other right of any nature over, to, in or otherwise concerning any such Deliverables. Contractor shall treat all Deliverables as the Confidential Information of SCC, except for any Contractor IP contained therein. Title to all Deliverables, except for any Contractor IP contained therein, shall be deemed to have vested in SCC immediately upon creation or development and regardless of the state of completion, and the Contractor hereby transfers, assigns and conveys, and agrees that it shall, to the extent necessary in the future transfer, assign and convey to SCC, in writing and without limitation or reservation, all right, title and interest in and to all Deliverables, including all Intellectual Property Rights and the benefit of all waivers of moral rights, except as noted above.

## **6. ACCEPTANCE**

**6.1 Acceptance.** For the purposes of this Agreement or any Call-Up, the Services and Deliverables shall be deemed to have been completed and accepted by SCC only when SCC, in its discretion, shall have been satisfied that such Services and Deliverables have been performed and otherwise comply with this Agreement and any Call-Up. Unless otherwise specified in a Call-Up, under no circumstances shall SCC be required to make any payment to the Contractor, until such time as the Services and Deliverables have been accepted by SCC.

## **7. REPRESENTATIONS, WARRANTIES AND COVENANTS**

The Contractor represents, warrants and covenants that, at all relevant times and so long as any Call-Up is issued hereunder:

- 7.1** it is an entity, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
- 7.2** it has all requisite power and authority and approvals to execute, deliver and perform its obligations under this Agreement;
- 7.3** the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by it and any necessary third parties;
- 7.4** it is under no obligation or restriction nor will it assume any such obligation or restriction which would in any way interfere or be inconsistent with, or present a conflict of interest concerning, the Service(s) to be furnished by the Contractor under this Agreement;
- 7.5** it has all necessary rights to perform its obligations hereunder and to grant and assign the rights and permissions set out in this Agreement free and clear of all liens, claims, security instruments and encumbrances of any kind or nature whatsoever;
- 7.6** during the Term, it will comply with: (a) all Laws applicable to the performance of the Services and the obligations assumed by the Contractor under this Agreement; and (b) all

applicable SCC policies and procedures, as same may be amended from time-to-time, including but not limited to SCC's security and privacy policies and procedures;

- 7.7 none of the Services, Deliverables or any other materials supplied to SCC (including any use thereof by SCC), or otherwise used by Contractor in the performance of the Services, infringe any Intellectual Property Rights of any other person;
- 7.8 it will provide the Services with promptness, skill, care, and diligence in accordance with the practices and professional standards used in well-managed operations performing services similar to the Services; and
- 7.9 it has not given, promised to give and will not give commissions, payments, kickbacks, bribes, gifts, benefits, lavish or extensive entertainment, or other inducements of more than minimal value to any officer, director, employee, agent or representative of SCC in connection with this Agreement.

## 8. POSTPONEMENT AND CANCELLATION

8.1 **Failure to Deliver.** In the event that the Contractor does not deliver any item of Deliverables thereof by the specified delivery date on the call-up for causes not attributable to SCC, SCC may, in the event the Deliverable has been identified as a "milestone" in the Appendices and/or a Call-Up and at its option, either:

- 8.1.1 accept delayed delivery, or
- 8.1.2 send a notice to Contractor cancelling delivery of all or part of the delayed Service(s) and terminating liability and obligations hereunder with respect to any Service(s) not then delivered.

SCC shall have no obligation or liability hereunder with respect to any Service(s) to which delivery has been cancelled pursuant to Section 8.

8.2 **Failure to Meet Requirements.** If, for any reason, except only the fault of SCC, any Service(s) delivered is not acceptable to SCC or does not meet the performance standards or other specifications, if any, described in this Agreement or the Call-Up and the Contractor has not corrected, or cannot correct the failure within two (2) Business Days for non-urgent Services or immediately for urgent and same day Services after notice of such failure by SCC to the Contractor, SCC shall have the right, at its option, to cancel the Call-Up involved and the Contractor shall refund to SCC all monies paid in respect of such Call-Up.

## 9. TERMINATION

9.1 **SCC Termination for breach.** SCC may terminate this Agreement as of the date specified in a notice of termination if:

- 9.1.1. the Contractor commits a material breach (or repeated breaches which regardless of whether the breaches are cured, cumulatively constitute a material breach of this Agreement) of its duties or obligations under this Agreement and fails to cure such breach within thirty (30) days of notice of such breach;
- 9.1.2. there is a sale of substantially all the assets of the Contractor without SCC's prior written consent;

- 9.1.3. any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the Contractor or its property, and the same is not dismissed within thirty (30) days; or
- 9.1.4. the Contractor makes any assignment for the benefit of its creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise.

**9.2 SCC Termination for convenience.** SCC may terminate this Agreement at any time and for any reason by providing thirty (30) days prior written notice. If SCC terminates this Agreement for convenience, the liability to SCC shall be limited to the payments owed to Contractor and as yet unpaid by SCC under this Agreement (upon presentation of supporting documentation reasonably requested by SCC) up to and including the effective date of termination and following exercise by SCC at its discretion, of the audit rights as set forth herein.

SCC may, by written notice to Contractor, cancel all or part of a Call-Up if Contractor has not commenced work under such Call-Up, without any charge, penalty or liability. The Contractor shall have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by SCC under this section.

**9.3 Contractor Termination.** The Contractor may terminate this Agreement as of the date specified in a notice of termination only if SCC fails to pay undisputed fees invoiced by the Contractor in accordance herewith and fails to cure such non-payment within 30 days of notice of SCC's failure to make such payment and that the Contractor also includes notice that it intends to terminate this Agreements if such failure is not cured. The Contractor may terminate this Agreement at any time and for any reason by providing one hundred and twenty (120) days prior written notice

**9.4 Return of Assets.** Upon termination of this Agreement or a Callup issued under this Agreement, within ten (10) days Contractor shall return all SCC IP, SCC Data, SCC Confidential Information and other assets and materials belonging to SCC (except in the case of a partial termination, Contractor shall not return any such materials as are required in its continued performance hereunder). Alternatively, at SCC's request, Contractor shall certify as destroyed all tangible copies of files, data, assets and other materials belonging to SCC that SCC has directed Contractor to so destroy.

## **10. CONFIDENTIAL INFORMATION AND DATA**

**10.1** Subject to paragraph 10.2 below, the term "Confidential Information" means any and all materials or information not in the public domain that Contractor or SCC (the "Disclosing Party") discloses or makes available to the other Party (the "Receiving Party") in connection with this Agreement or the activities contemplated hereunder, and whether disclosed or made available in writing, electronically, orally, visually or otherwise. For the purposes hereof, the Confidential Information of a Disclosing Party includes the Confidential Information of such Party, its affiliates and third parties with which such Party conducts business. Confidential Information includes without limitation (i) software, utilities, solutions, designs, techniques, methods, methodologies, tools, processes, templates, data, specifications, formulae, manufacturing techniques, patents, trade secrets, know-how, ideas, concepts and other intellectual property and any information related thereto, (ii) existing or contemplated products or services, (iii) business plans, strategies, and financial statements, records and information, (iv) SCC lists, price lists, pricing strategy or



requirements, (v) other business information, and (vi) the existence and terms of this Agreement or any other agreement or arrangement between SCC and third parties. The provisions of this Section 10.1 shall apply to any Confidential Information that a Receiving Party receives or becomes privy to in connection with this Agreement or the Services, whether prior to, on or after the date of this Agreement.

**10.2** The Parties anticipate that during the term of this Agreement either Party may receive or become privy to the Confidential Information of the other. A Receiving Party shall hold the Confidential Information of the other in trust and confidence, not disclose such Confidential Information to any third party except as expressly authorized in writing by the Disclosing Party, and shall protect such Confidential Information by using the same degree of care as it uses to protect its own Confidential Information of similar value and sensitivity, but not less than reasonable care. A Receiving Party may disclose the Confidential Information of a Disclosing Party only to those of its employees and independent contractors who are participating in the Services under this Agreement and who have a need to know such information, provided that such employees or independent contractors are themselves bound by similar non-disclosure and use restrictions. The Receiving Party shall not use the Confidential Information disclosed or made available by the Disclosing Party for any purpose whatsoever, except as contemplated under this Agreement or a Call-Up. Each Receiving Party shall take all reasonable precautions to ensure that its employees and independent contractors comply with the provisions of this Section 10.2 and shall be liable for any breach of the terms of this Agreement by any employee or authorized subcontractors or independent consultants. Contractor further acknowledges that in performing its obligations under this Agreement, Contractor will or may be provided with or otherwise receive Personal Information. SCC shall own all right, title and interest to all Personal Information and Contractor agrees (i) not to use or collect Personal Information for any purpose other than those related to the performance of Contractor's obligations under this Agreement; (ii) to treat Personal Information as SCC Confidential Information in accordance with the provisions of this Section; (iii) not to disclose Personal Information except as expressly permitted in this Agreement and (iv) to comply with the provisions of the *Personal Information Protection and Electronic Documents Act* (Canada), as amended ("PIPEDA"). For the purposes of this Section, "Personal Information" shall have the meaning ascribed thereto in the PIPEDA.

**10.3** Notwithstanding the provisions of this Section 10.3, the obligations and limitations set forth herein regarding Confidential Information shall not apply to information that the Receiving Party can establish as evidenced by its business records or other appropriate evidence (i) is or becomes generally available to the public other than as a result of a breach of this Agreement or other wrongful act by the Receiving Party, (ii) is lawfully received from a third party which is not under an obligation of confidentiality to the Disclosing Party, (iii) was either in the possession of or already known to the Receiving Party at the time of disclosure without any limitation on use or disclosure by the receiving Party, or (iv) is independently developed by the Receiving Party without the use or benefit of the Disclosing Party's Confidential Information. In addition, a Receiving Party shall not be restricted from disclosing Confidential Information as required pursuant to any law, regulation or judicial or governmental order, provided that any such disclosure shall be limited to the extent of the legal requirement and the Receiving Party shall promptly notify the Disclosing Party and cooperate with the Disclosing Party, at the Disclosing Party's expense, so that it may intervene and object to such disclosure or seek a protective order or other appropriate protection.

**10.4** Confidential Information and materials furnished to a Receiving Party shall be returned to the Disclosing Party promptly, or destroyed, upon its request, together with any copies

thereof. The obligations of the Parties under this Section 10.4 shall survive the completion of Services and termination of this Agreement for any reason.

**10.5** Without limiting the other terms of this Article 10, the Contractor agrees: (a) Contractor shall only access and process SCC Data to the extent required in the performance of this Agreement and as is directed by SCC; and (b) Contractor acknowledges that SCC Data is Confidential Information for the purposes of this Agreement. Contractor acknowledges and agrees that as between the Parties, SCC is the sole and exclusive owner of all right, title and interest in and to all SCC Data, including all Intellectual Property Rights and other property rights in and to same.

**10.6** SCC shall require the Contractor to disclose any and all Conflicts of Interest. As such the Contractor is required to complete - Conflict of Interest - which upon completion will form part of this Master Standing Offer.

## **11. PERSONNEL**

**11.1** The Contractor shall furnish competent personnel for the performance of the Service(s) and, where specified in a Call-Up, shall cause the Services to be provided only by the personnel specified therein, unless replaced with personnel of equivalent competency. SCC's approval of the Contractor's personnel is contingent upon the Contractor providing to SCC full and complete references regarding the personnel employment history, education and training at least five business days prior to the personnel's commencing the provision of Services. The Contractor must disclose to SCC all of the personnel's employment history relating directly or indirectly to SCC. Entirely at SCC's discretion, SCC may reject any of the Contractor's personnel if the reference information provided by the Contractor, in SCC's view, insufficient, incomplete or unfavourable to the personnel.

**11.2** The Contractor shall ensure that its personnel (including subcontractors) comply with SCC's security measures, policies and guidelines communicated to the Contractor from time to time or as otherwise set forth in a Call-Up. Additionally, the Contractor shall ensure adherence to professional workplace behaviours, including, but not limited to:

- Respect for diversity
- Ensuring that the workplace is free from harassment and discrimination
- Never using the role to inappropriately obtain an advantage
- Working together in an honest and transparent way

**11.3** Where SCC, in its sole discretion but acting reasonably, deems that an employee or subcontractor of the Contractor is unacceptable, SCC has the right to have such employee or subcontractor removed from SCC account, and the Contractor will so remove such employee or subcontractor promptly.

**11.4** While the Agreement is in effect, the Parties agree not to, directly or indirectly, solicit for employment or hire any employee of the other Party who became known to the hiring Party in connection with the provision of services under this Agreement. Notwithstanding the above, neither Party shall be precluded from hiring any such employee of the other Party who: (a) initiates discussions regarding such employment without any direct or indirect solicitation by the hiring Party; (b) responds to any public advertisement placed by the hiring Party or its retained recruiting firm; or (c) has been terminated by the other Party prior to commencement of employment discussions between the hiring Party and such employee.

## **12. INDEMNITY AND INSURANCE**

**12.1** Each Party (the “**Indemnifying Party**”) will indemnify, defend and hold harmless the other Party and its officers, directors and employees (each, an “**Indemnitee**”) from all losses, liabilities and expenses (including reasonable attorney’s fees) in connection with any claim, demand, action or proceeding (each, a “**Claim**”):

**12.1.1** which arises from any injury or death to persons or physical damage to real or tangible personal property resulting from any willful or negligent act or omission of the Indemnifying Party or a person acting under its direction or control (including subcontractors and independent consultants); and

**12.1.2** in the case where SCC is Indemnitee, which arises (i) alleging that the Services or Work Product infringe any intellectual property right of a third party and (ii) for any other breach of any representation, warranty or covenant of Contractor set forth in this Agreement.

**12.2** Each Party’s obligations pursuant to this Section 12.2 shall be subject to the following: (i) the Indemnitee(s) shall furnish prompt written notice to the Indemnifying Party of any Claim for which indemnity is or may be sought provided that failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnitee; (ii) the Indemnifying Party shall have the right, at its option, to control any response thereto and the defense and/or settlement thereof provided that the Indemnifying Party accepts full responsibility for such Claim and provided further that Indemnitee shall have the right to employ its counsel with respect to any such Claim at the Indemnifying Party’s expense, if (x) the employment of counsel by the Indemnitee has been previously authorized by the Indemnifying Party, (y) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnitee in the conduct of such defense, or (z) the Indemnifying Party shall not, in fact, have assumed the defense of such Claim or does not defend such Claim promptly or diligently after receipt of notice of such Claim; and (iii) the Indemnitee(s) shall provide reasonable assistance to the Indemnifying Party, at the Indemnifying Party’s cost and expense, in connection therewith. The Indemnitee(s) may participate, at their own expense, in the defense or settlement of any Claim with counsel of their own choice on a non-controlling basis. The Indemnifying Party shall not enter into any settlement that does not contain an unconditional release of any Indemnitee without obtaining such Indemnitee’s prior consent, which shall not be unreasonably withheld or delayed. No Indemnitee shall enter into a settlement of any Claim without the prior written consent of the Indemnifying Party.

**12.3** If a Claim for which Contractor is obligated to indemnify SCC pursuant to Section 12.1.2 is made or arises, SCC may, in addition to the indemnification, at its option, request that Contractor: (A) modify or replace the applicable Deliverables or other Services or part thereof so that they are no longer infringing or violative but provide equivalent functionality, (B) substitute fully equivalent non-infringing Services and/or Deliverables, or (C) obtain the right for SCC to use such Deliverables or other Services upon terms that are commercially reasonable to both Parties but without charge to SCC.

**12.4** During the term of this Agreement, unless otherwise set forth in a Call-Up, SCC will provide Professional Liability and Commercial General Liability coverages with limits of \$5,000,000. Coverage in excess of these amounts as well as any other type of coverage is at the Contractor’s discretion.

## **13. RECORDS AND AUDIT**

**13.1 Records.** The Contractor shall maintain complete and accurate records, in accordance with sound accounting practices, to substantiate its charges hereunder. The Contractor

shall retain all relevant records for a period of at least seven years from the date of final payment under this Agreement or an applicable Call-Up. SCC and/or its auditors, or any Governmental Authority, upon reasonable notice to Contractor, and subject to the Contractor's reasonable policies and procedures, shall have the right at any time to audit the Contractor (and all systems and facilities used in the provision of the Services, with the exclusion of the all employee and payroll records, but including all time tracking records) at SCC's cost in order to verify Contractor compliance with the provisions of this Agreement and to substantiate the fees and charges hereunder.

## **14. OTHER TERMS**

**14.1 Force Majeure.** The obligations of either Contractor or SCC hereunder shall be suspended to the extent that such Party is hindered or prevented from complying therewith because of labor disturbances, fires, storms, accidents, or any cause whatsoever not within its control. The affected Party shall promptly provide the other Party with written notice describing the force majeure event and its cause(s). If the force majeure event continues or is reasonably expected to continue for more than sixty (60) days, the unaffected Party may terminate this Agreement by giving written notice to the Party whose operations are curtailed by reason of a force majeure event.

**14.2 Right of set-off.** Without restricting any right of set-off given by law, SCC may set-off against any amount payable to the Contractor under the Agreement or under any other current agreement.

**14.3 Severability.** To the full extent possible each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared by a court or arbitrator of competent jurisdiction void or unenforceable with respect to particular facts or circumstances, such provision shall remain in full force and effect in all other facts or circumstances. If any provision of this Agreement is declared by a court or arbitrator of competent jurisdiction entirely void or unenforceable, such provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect.

**14.4 Relationship.** Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, fiduciary or employment relationship between the Parties hereto nor shall any Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of any other Party. Neither Contractor nor its employees are or shall be deemed to be employees or agents of SCC. Contractor is responsible for (1) compensation of employees of Contractor, including payment and workers' compensation taxes; (2) withholding any sums required to be withheld pursuant to applicable Laws and regulations from amounts payable to such employees, such as income taxes and other deductions; and (3) paying all such held back amounts to the appropriate entities. Employees of Contractor shall not be entitled to any SCC employee benefits and privileges. In the event that SCC advises Contractor in writing that SCC finds an employee of Contractor not suitable for the provision of the Services, Contractor shall promptly replace such employee.

**14.5 Publicity & Trademarks.** The Contractor shall not use SCC's name, or reveal the existence of this Agreement or that the Contractor is a service provider or supplier for SCC in any advertising, promotional activities or publicity release without the SCC's prior written consent, provided that the Contractor may make any requisite disclosure under any applicable laws or regulations of any Federal, Provincial or Municipal government or any rule of any regulating body or agency, including any securities commission or security exchange. Notwithstanding any other provisions of this Agreement, the Contractor shall

have no right to use SCC's trademark, or trade name or to refer to this Agreement or the work performed hereunder, directly or indirectly, in connection with any product, work, promotion or publication without the prior written approval of SCC.

**14.6 Time of the Essence.** The Parties agree that time is of the essence.

**14.7 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario and federal laws applicable therein, exclusive of any provisions of the United Nations Convention on the International Sale of Goods and without regard to any principles of conflict of law, save and except for such principles permitting and upholding a contractual agreement regarding choice of governing law and forum. The Parties agree that any enforcement or legal action brought on account of or in connection with this Agreement shall be commenced exclusively in, and each Party consents to the exclusive jurisdiction of the courts of the Province of Ontario, and each Party waives any right to object to the exclusive jurisdiction of or venue in such courts.

**14.8 Entire Agreement and Conflict.** This Agreement, including the Call-Up referenced herein, contains the entire Agreement between the Contractor and SCC with respect to the subject matter thereof as of the Effective Date. This Agreement may not be changed or modified except in writing signed by both Parties, and any verbal modification shall be void and of no effect. In the event of any conflict or inconsistency between the provisions of this Agreement and any Call-Up, then the provisions of this Agreement shall prevail over the conflicting provisions and govern the interpretation thereof, but only for purposes of such conflicting provisions.

## **15. NOTICE**

**15.1** Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing and given by personal delivery, transmitted by electronic mail or sent by ordinary mail, postage prepaid, addressed to the Party for which it is intended at its address specified below, provided, however, that any Party may change its address for purposes or receipt of any such communication by giving ten (10) Business Days prior written notice of such change to the other Party in the manner prescribed above. Any notice so given shall be deemed to have been received on the date on which it was delivered or transmitted by electronic mail, or, if mailed, on the eighth (8<sup>th</sup>) Business Day next following the mailing thereof. If the Party giving any communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of the mail, any such communication shall not be mailed but shall be made or given by personal delivery. The Contractor hereby agrees to quote the requisite Call-Up number(s) specified by SCC on all notice, request, demand, consent or other communication addressed to SCC. All notices provided to SCC shall be to the "Attention: Contracting Department".

In the case of a notice to SCC:

Standards Council of Canada  
Attn: Manager, Contracts  
600-55 Metcalfe Street  
Ottawa, ON K1P 6L5  
T: 613-238-3222

In the case of a notice to the Contractor:

XXXX

## **16. COUNTERPARTS**

**16.1** This Agreement may be executed by the Parties in several counterparts, including executed counterparts delivered by electronic communication, each of which will be deemed to be an original, but all of which taken together will constitute one and the same instrument.

## **17. SURVIVAL**

**17.1** It is agreed that Section 5 (Intellectual Property and Ownership), Section 7 (Representations, Warranties and Covenants), Section 9 (Termination), Section 10 (Confidential Information and Data), Section 12 (Indemnity and Insurance), Section 13 (Records and Audit), Section 14 (Other Terms), Section 15 (Notice), Section 17 (Survival), and any other terms that are expressly stated to survive (indefinitely or for a prescribed period of time), and all other terms which are necessary to give effect to such terms and provisions shall survive any termination or expiration of this Agreement until such time as the Parties may mutually agree to the release of the obligations contained therein.

IN WITNESS WHEREOF the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first written above.

IN WITNESS WHEREOF, Contractor and SCC have caused this Agreement to be duly executed by their respective authorized officers.

**FOR THE CONTRACTOR:**

\_\_\_\_\_ **Address:**

**Date:**

**FOR SCC:**

\_\_\_\_\_ **Address:**

**Date:**

**600-55 Metcalfe Street  
Ottawa, ON K1P 6L5**

\_\_\_\_\_ **Address:**

**Date:**

**600-55 Metcalfe Street  
Ottawa, ON K1P 6L5**

c.c. Supplier  
Accounts Payable  
Corporate Administration and Contracting Services

## APPENDIX A: STATEMENT OF WORK

<b>Statement of Work Details</b>	
<b>TITLE</b>	Master Standing Offer for Translation Services
<b>SCC SUBMITTAL DATE</b>	2023-05-05
<b>VENDOR RETURN DATE</b>	2023-06-06
<b>OBJECTIVE</b>	<p>Translation service to support the requirements of the Standards Council of Canada (SCC) in providing high value effective and efficient professional translation services for the best value.</p> <p>Stream one (1) Translation Services Agencies Stream two (2): Freelance Translators</p> <p>Call-ups:</p> <p>The period for awarding call-ups under the Standing Offer will be from date of issuance of a Standing Offer and will continue for one (1) year, plus two (2) irrevocable option periods of one (1) year each.</p> <p>Right of first refusal basis:</p> <p>The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up.</p> <p>A call-up shall not exceed \$40,000 CAD. If a translation requirement exceeds \$40,000 CAD, it will be sourced competitively as per SCC's Procurement Policy. It is important to note that each translation requirement is individual. The same supplier can be used for multiple unique call-ups.</p>
<b>BACKGROUND</b>	<p>The Standards Council of Canada is a federal Crown Corporation with the mandate to promote efficient and effective use of standardization. Located in Ottawa, SCC has a Governing Council comprised of up to 13 members and a staff of approximately 150. The organization reports to Parliament through Innovation, Science and Economic Development Canada and oversees Canada's standardization network.</p> <p>SCC coordinates and facilitates the work of Canada's network of standardization stakeholders and offers a range of standardization-related programs and services that are intended to enhance the social and economic well-being of Canadians.</p> <p>SCC translates documents intended for internal and external stakeholders, as well as the public, in both official languages.</p>



	<p>It has a small in-house translation service and requires a portion of the work to be outsourced. On average, SCC outsources a total of approximately 850,000 words annually (English-French translation, and occasionally French-English translation) annually, based on a variety of unique requirements, varying in size.</p>
<b>SCOPE</b>	<p>In support of the above, the supplier will provide the following, with the approval and supervision from SCC translation staff and the Senior Director, Communications:</p> <ul style="list-style-type: none"> <li>• English to French (and occasionally from French to English) translation services.</li> <li>• Comparative review and revision of French texts.</li> <li>• Translation into French of changes to texts previously translated.</li> </ul>
<b>TASKS / TECHNICAL SPECIFICATIONS</b>	<p>As a public-facing Crown corporation the quality of SCC's translations is paramount. All products returned to SCC shall be deemed by the supplier to be in their final form, and to have been reviewed by the supplier for quality control prior to delivery to SCC. SCC reserves the right to return the product to the supplier if it does not meet SCC's quality needs, as solely determined by SCC.</p>
<b>TRAVEL</b>	<p>Travel expenditures fall outside the scope of this RFP.</p>
<b>DEFINITIONS</b>	<p><b>Comparative review and revision of French text:</b> To compare the source and target texts and make corrections to ensure an accurate, correct and idiomatic translation that is adapted to its end use and compliant with the requester's requirements.</p> <p><b>Translation:</b> To render a written text from one language into another in order to transmit the equivalent message, in a manner that is true to the original in terms of level of language, style, tone and message, using appropriate terminology.</p> <p><b>Urgent translation service:</b> Translations that are required on the same business day or that involve translating more than 2,000 words per business day, or as otherwise determined by the bidder (to be specified by bidder).</p>

## APPENDIX B: FINANCIAL TERMS AND CONDITIONS

**2024-xx: Translation Services  
Price List for Core Services  
(Cdn\$)**

**Initial Contract Period – Upon Contract Award to March 31, 2024**

SERVICE	COST CATEGORY	Unit	Regular Rate	Urgent Rate
Translation	Regular translation	Cents/word		
	Technical translation	Cents/word		
	Legal translation	Cents/word		
Revision and translation of changes	Regular Revision	\$/hour		
	Technical Revision	\$/hour		
	Legal Revision	\$/hour		

**NOTES**

Unit: (Cents per word, hourly rate, etc.)

Urgent translations: Translations that are required on the same business day or that involve translating more than 2,000 words per business day, or as otherwise determined by the bidder (to be specified by bidder).

All figures should be referenced in Canadian currency, pre-tax.

**APPENDIX C: CALL-UP FORM**

## Call-Up Against a Standing Offer Commande subséquente à une offre à commandes

**To the contractor:** The standing offer identified below is accepted as follows: You are required to supply the goods or services, or both, shown below at the prices or on the pricing basis stated and in accordance with the other conditions stated in the standing offer. Only goods or services, or both, included in the standing offer will be supplied in the call-up against the standing offer.

**Au fournisseur :** L'offre à commandes indiquée ci-dessous est acceptée selon les modalités suivantes : Vous devez fournir les biens ou les services, ou les deux, indiqués ci-dessous selon les prix ou la base de tarification établie, et conformément avec les autres conditions stipulées dans l'offre à commandes. Seuls les biens ou les services, ou les deux, inclus dans l'offre à commandes seront fournis dans la commande subséquente à l'offre à commandes.

<b>Contractor Name/Address</b> Nom/adresse du fournisseur:		<b>Contractor Contact Name</b> Nom de la personne-ressource du fournisseur:	
<b>Standing Offer #</b> N° d'offre à commandes:		<b>Call-Up # - N° de Commande</b> subséquente:	<b>Call-Up Date</b> Date de la commande subséquente:
		<b>Delivery Required by</b> Livraison requise le:	
<b>Planned # of Work Hours</b> # prévu d'heures de travail:	<b>Hourly Rate</b> Taux horaire:	<b># of words</b> # de mots	<b>Rate per word</b> Taux par mot:
<b>Approved Project Total Cost</b> Coût total du projet :	<b>Project Number(s)</b> Numéro(s) de projet :	<b>For internal purposes only - Pour usage interne seulement:</b>  <b>Financial Coding – Code(s) financier(s):</b>	
<b><u>Description of Work / Deliverables - Description des travaux / livrables</u></b>			
<b><u>Special Instructions - Instructions spéciales</u></b>			
<p>Given the volume of call-ups, the contractor is strongly encouraged to submit invoices on a bi-weekly or monthly basis for completed work. The contractor is also advised to include no more than 25 call-ups per invoice.</p> <p>Étant donné le volume de commandes subséquentes, nous encourageons fortement le fournisseur à soumettre ses factures sur une base bimensuelle ou mensuelle pour le travail complété. De plus, il est recommandé d'inclure un maximum de 25 commandes par facture.</p>			
<b><u>Conflict of Interest – Attestation - Conflit d'intérêts – Attestation :</u></b>			
<p>By signing this Call-Up, the Contractor attests that they have no Conflict of Interest with SCC, the customer and/or any other party associated with this activity as per SCC's Conflict of Interest policy, as at the date of the Call-Up.</p> <p>En date de la présente commande subséquente, le fournisseur atteste qu'il n'est pas en situation de conflit d'intérêts avec le CCN (conformément à la politique sur les conflits d'intérêts du CCN).</p>			
<b>Approvals - Approbations: Project Authority Name – Nom de l'autorité de projet:</b>		<b>Contractor Authority Name - Autorité du fournisseur:</b>	
<b>Project Authority Approval</b> Approbation de l'autorité de projet :		<b>Contractor Authority Approval</b> Approbation de l'autorité du fournisseur:	
<b>Date:</b>		<b>Date:</b>	
<b>Phone # - # de téléphone:</b>		<b>Phone # - # de téléphone:</b>	
<b>Email Address - Courriel:</b>		<b>Email Address - Courriel:</b>	

**APPENDIX D: CONFLICT OF INTEREST AGREEMENT**

## **APPENDIX D: CONFLICT OF INTEREST AGREEMENT**

Individuals representing the Standards Council of Canada (SCC) should avoid placing themselves in any situation that may involve a divergence between their private interests and their professional obligations, such that an independent observer might reasonably question the impartiality of their provision of services, or whether their professional actions or decisions are motivated by personal gain.

Individuals representing SCC must declare any conflict of interest to SCC, including any situation that might reasonable be perceived as such, using the conflict declaration form.

The obligation to declare any conflict of interest is an ongoing obligation and a revised declaration form must be promptly submitted whenever a change occurs that may give rise to real, apparent or potential conflict of interest.

### *Financial Interests in other Organizations*

A conflict of interest exists when an individual or a member of their family has a financial interest in an organization which has current or prospective dealings with SCC, and such the individual could influence such dealings with SCC.

### *Compensation from other Organizations*

A conflict of interest exists when an individual receives or previously received compensation as an employee, staff, director or consultant to another organization which has interest in the accreditation process coordinated by SCC, is a client or prospective client of SCC, or has dealings with SCC where he or she could exert influence to the benefit or detriment of SCC or the organization.

### *Giving and Receipt of Gifts*

Individuals representing SCC shall not give gifts to an actual or potential SCC employee, without first obtaining the prior consent of the Chief Executive Officer.

### *Improper Use of SCC Resources*

Individuals representing SCC shall not utilize the name, assets, facilities, or credit of SCC for the purpose of making any gift, contribution (including political contributions), loan or commitment to any person or organization which would be illegal, or represent an actual or potential conflict of interest.

The above examples of conflicts of interest are non-exhaustive. Individuals representing SCC must be mindful of and, in the case of doubt, obtain SCC approval to take any action or enter any situation that might place them in a real or apparent conflict of interest.

**Acknowledgment**

I hereby certify that I have read and understood the SCC Conflict of Interest Agreement and agree to comply with the same. I recognize that compliance with the policy is a condition of me being retained by SCC.

X

\_\_\_\_\_

Signature

\_\_\_\_\_

Date