



RETURN BIDS TO:

Bid Email: Nafissa.Diop@cer-rec.gc.ca

REQUEST FOR STANDING OFFERS (RFSO)

Comments

THIS DOCUMENTS CONTAIN SECURITY REQUIREMENTS.

Proposal To: Canadian Energy Regulator

We hereby offer to sell to Canadian Energy Regulator, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out thereof.

On behalf of the bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:

1. The bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;
2. This bid is valid for the period requested in the bid solicitation;
3. All the information provided in the bid is complete, true and accurate; and
4. If the bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.

Title	
Translation Services from English to French and Translation Services from French to English	
Solicitation No.	Date
84084-19-0120	2020-04-02
Solicitation Closes	
at	02 :00 PM – 14h00
on	2020-04-29
Time Zone	
Mountain Daylight Saving Time (MDT)	
F.O.B.	
Plant: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other: <input type="checkbox"/>	
Address inquiries to:	
Nafissa Diop	
Area code and Telephone No.	Facsimile No. / E-mail
	Nafissa.Diop@cer-rec.gc.ca
Destination – of Goods, Services, and Construction:	
Calgary, AB	

Instructions: See Herein

Delivery required	Delivery offered
See Herein	
Vendor/firm Name and Address	
Telephone No.	
E-mail	
Name and title of person authorized to sign on behalf of Vendor/firm (type or print)	
Signature	Date



TABLE OF CONTENTS

TABLE OF CONTENTS	1
PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION	3
1.2 SUMMARY	3
1.3 SECURITY REQUIREMENTS	4
1.4 DEBRIEFINGS	4
PART 2 - OFFEROR INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	4
2.2 SUBMISSION OF OFFERS.....	5
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - REQUEST FOR STANDING OFFERS	7
2.5 APPLICABLE LAWS.....	7
PART 3 - OFFER PREPARATION INSTRUCTIONS.....	7
3.1 OFFER PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES.....	9
4.2 BASIS OF SELECTION.....	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	11
5.1 CERTIFICATIONS REQUIRED WITH THE OFFER	12
5.2 CERTIFICATIONS PRECEDENT TO THE ISSUANCE OF A STANDING OFFER AND ADDITIONAL INFORMATION	12
PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS.....	14
6.1 SECURITY REQUIREMENTS	14
PARTIE 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES	14
A. STANDING OFFER.....	14
7.1 OFFER.....	14
7.2 SECURITY REQUIREMENTS	14
7.3 STANDARD CLAUSES AND CONDITIONS	15
7.4 TERM OF STANDING OFFER	16
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	18
7.7 IDENTIFIED USERS.....	18
7.8 CALL-UP PROCEDURES	18
7.9 CALL-UP INSTRUMENT	18
7.10 LIMITATION OF CALL-UPS	18
7.12 PRIORITY OF DOCUMENTS	19
7.13 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	19
7.14 APPLICABLE LAWS.....	20
B. RESULTING CONTRACT CLAUSES	20
7.1 STATEMENT OF WORK.....	20
7.2 STANDARD CLAUSES AND CONDITIONS	20
7.3 TERM OF CONTRACT	20
7.4 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	21



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT
7.5 PAYMENT.....	21
7.6 INVOICING INSTRUCTIONS	22
7.7 INSURANCE – NO SPECIFIC REQUIREMENT	22
7.8 PERFORMANCE OF THE WORK	22
7.9 REPLACEMENT OF SPECIFIC INDIVIDUALS	23
7.10 INSPECTION AND ACCEPTANCE	23
ANNEX "A"	24
STATEMENT OF WORK.....	24
CATEGORY A.....	24
TRANSLATION SERVICES FROM ENGLISH TO FRENCH	24
CATEGORY B.....	29
TRANSLATION SERVICES FROM FRENCH TO ENGLISH	29
APPENDIX 1	34
TYPES OF ERRORS	34
ANNEX "B"	36
BASIS OF PAYMENT	36
CATEGORY A.....	36
ENGLISH TO FRENCH TRANSLATION.....	36
CATEGORY B.....	37
FRENCH TO ENGLISH TRANSLATION.....	37
ANNEX "C"	38
SECURITY REQUIREMENTS CHECK LIST (SRCL)	38
ANNEX "D"	39
STANDING OFFER USAGE REPORT	39
ANNEX "E"	40
TO PART 3 OF THE REQUEST FOR STANDING OFFERS	40
ELECTRONIC PAYMENT INSTRUMENTS	40
ANNEX "F"	41
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	41
CATEGORY A	41
TECHNICAL EVALUATION FOR ENGLISH TO FRENCH TRANSLATION	41
CATEGORY B	46
TECHNICAL EVALUATION FOR FRENCH TO ENGLISH TRANSLATION	46
APPENDIX 2	51
QUALITY OF TRANSLATION OF TEXT	51



PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work, the Basis of Payment, the Security Requirements Check List, Standing Offer Usage Report and the Electronic Payment Instruments.

1.2 Summary

This Request for Standing Offers (RFSO) is to provide translation services to the Canadian Energy Regulator (CER) on an as and when requested basis.

The RFSO has two categories

Category A

Translation Services from English to French

Category B

Translation Services from French to English



The period of the resulting Standing Offer will be from date of issuance for one (1) year with two (2) additional one-year periods.

It is CER's intention to issue up to three (3) Standing Offers for English to French Translation and (1) one Standing Offer for French to English Translation.

Offerors can submit an offer for both categories of services or for only one category. The offeror should clearly state which category it is proposing to offer.

1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006 \(2019-03-04\)](#) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

Insert: 190 days

2.1.1 SACC Manual Clauses

Firm Price and/or Rates

The Offeror is required to submit firm prices, rates or both that will apply for the entire period of the Standing Offer

2.2 Submission of Offers

Offers must be submitted only to Canadian Energy Regulator (CER) by email to nafissa.diop@cer-rec.gc.ca by the date, time and place indicated on page 1 of the Request for Standing Offers.

Request for Standing Offers (RFSO) Closing Date and Time

Date: April 29, 2020

Time: 2:00 PM (MDT)

Due to the nature of the Request for Standing Offers (RFSO), transmission of offers by facsimile to Canadian Energy Regulator (CER) will not be accepted. All emailed offers must be received before the RFSO closing date and time. Any email received after the RFSO closing date and time will not be accepted. Offerors should note the file attachment size limit is 10MB

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

2.3.1 Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#) R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

2.3.2 Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension? **YES** () **NO** ()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

2.3.3 Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **YES** () **NO** ()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 7 calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separate sections as follows:

Section I: Technical Bid PDF copies by email,

Section II: Financial Bid PDF copies by email,

Section III: Certifications PDF copies by email,



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the RFSO is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that offerors address and present topics in the order of the evaluation criteria, and under the same headings. To avoid duplication, offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with Annex B - Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Electronic Payment of Invoices – Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “E” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “E” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

Section III: Certifications Offerors must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

3.1.2 Offeror’s Proposed Sites or Premises Requiring Safeguarding Measures

3.1.2.1 As indicated in Part 6 under Security Requirements, the Offeror must provide the full addresses of the Offeror’s and proposed individuals’ sites or premises for which safeguarding measures are required for Work Performance:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

3.1.2.2 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Offeror and proposed individual(s) hold a valid security clearance at the required level, as indicated in Part 6 – Security, Financial and Other Requirements.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the category A English to French offers.
- (c) An evaluation team composed of representatives of Canada will evaluate the category B French-English offers and a professional French-English translator will correct and assess the translation sample submitted by offerors.

4.1.1 Technical Evaluation

This RFSO has two components English to French translation services and French to English translation services and each category will be evaluated separately.

4.1.1.1 Mandatory Technical Criteria (Step 1)

Refer to Annex F, Technical Evaluation

4.1.1.2 Point Rated Technical Criteria (Step 2)

Refer to Annex F, Technical Evaluation

Point-rated technical criteria not addressed will be given a score of zero.

4.1.2 Financial Evaluation (Step 3) Fill out Annex B Basis of Payment. Offerors must fill out separate basis of payment for each category they are proposing to supply.

The quantities as shown in Annex “B” are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.1.2.1 The Firm Unit Price for each item will be multiplied by its respective annual estimated usage to determine a Total Extended Price for each year.



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

4.1.2.2 The Total Extended Prices for each year will be added together to obtain the Total Evaluated Offer Price.

4.2 Basis of Selection

4.2.1 Basis of Selection – Highest Combined Rating of Technical Merit and Price

4.2.1.1. To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation; and
- b. meet all mandatory criteria; and
- c. obtain the required minimum points specified for R3 criterion for the technical evaluation, and
- d. obtain the required minimum of 80 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 100 points.

4.2.1.2. Bids not meeting (a), (b), (c) and (d) will be declared non-responsive.

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

4.2.1.4. 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%.

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

4.2.1.6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

4.2.1.7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a standing offer.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points **equals 135** and the lowest evaluated price is \$45,000 (45).



Solicitation No. 84084-19-0120 Translation Services (ENG-FREN) (FREN-ENG)	Closing Date and Time: Wednesday, April 29, 2020 2: 00 PM MDT
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Basis of Selection – Highest Combined Rating of Technical Merit and Price				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70= 59.62	89/135 x 70 =46.14	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.54	45/50 x 30 = 27.00	45/45 x 30 = 30
Combined Rating		84.16	73.14	77.70
Overall Rating		1 ^{er}	3 ^e	2 ^e

4.2.1.8. It is CER’s intention to issue up to three (3) Standing Offers for English to French category and one (1) Standing Offer for French to English category.

4.2.1.9. If more than one (1) responsive offer has been received for the English to French category, the Standing Offers will be issued as follows:

- (a) the first Standing Offer authorized for use, will be issued to the responsive offeror whose offer has the highest combined rating of technical merit and price
- (b) the second Standing Offer authorized for use, will be issued to the responsive offeror whose offer has the second highest combined rating of technical merit and price
- (c) the third Standing Offer authorized for use, if there are three such offers, will be issued to the responsive offeror whose offer has the third highest combined rating of technical merit and price

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.



The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide with its offer the required documentation, as applicable), to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

5.2.2 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.2.1 Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability.

Signature: _____

Date: _____

5.2.3.2 Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual proposed by the Offeror for the requirement is capable of performing the Work described in the resulting contract.

Signature: _____

Date: _____



PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, the following conditions must be met:
 - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
 - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
 - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Offeror's proposed location of work performance and document safeguarding must meet the security requirements as indicated in Part 7A - Standing Offer;
 - (e) the Offeror must provide the addresses of proposed sites or premises of work performance and document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

PARTIE 7 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Statement of Work at Annex "A".

7.2 Security Requirements

7.2.1 The following security requirements and SRCL apply and form part of the Standing Offer.

The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS) with approved Document Safeguarding at the level of PROTECTED B, issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).



The Contractor/Offeror personnel requiring access to PROTECTED information, assets or site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.

The Contractor MUST NOT utilize its Information Technology systems to electronically process, produce or store PROTECTED information until the CSP, PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of PROTECTED B.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.

The Contractor/Offeror must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition)

7.2.2 Offeror's Sites or Premises Requiring Safeguarding

7.2.2.1 Where safeguarding measures are required in the performance of the Work, the Offeror must diligently maintain up-to-date the information related to the Offeror's and proposed individuals' sites or premises for the following addresses:

Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

7.2.2.2 The Company Security Officer (CSO) must ensure through the [Industrial Security Program \(ISP\)](#) that the Offeror and individual(s) hold a valid security clearance at the required level.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

[2005 \(2017-06-21\)](#) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.



7.3.2 Standing Offers Reporting

Periodic Usage Reports: Standing Offer

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in Annex D. If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a *quarterly basis* to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from TBD to TBD.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional two one-year periods, from TBD to TBD under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority 30 days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Standing Offer.



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Nafissa Diop
 Procurement Technical Analyst
 Canada Energy Regulator
 517-10th Avenue SW
 Calgary, AB, T2R 0A8

Telephone: 403-390-3773
 Facsimile: 403-292-5503
 E-mail address: nafissa.diop@cer-rec.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer.

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

(To be filled by offer)

Name: _____
 Title: _____
 Organization: _____
 Address: _____

 Telephone: ____ - ____ - _____
 Facsimile: ____ - ____ - _____
 E-mail address: _____



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Canadian Energy Regulator.

7.8 Call-up Procedures

7.8.1 Proportional Basis

The call-up procedures require that call-ups be issued on a proportional basis such that the highest-ranked offeror receives the largest predetermined portion of the work 50%; the second highest-ranked offeror receives the second largest predetermined portion of the work 30%, and the third highest-ranked offeror receives the third largest predetermined portion of the work 20%..

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms PWGSC-TPSGC 942 Call-up against a Standing Offer

Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$100,000.00 (Applicable Taxes included).

7.11 Financial Limitation - Total

For category A English to French translation services, the total cost to Canada resulting from call ups against the Standing Offers must not exceed the sum of \$ 300,000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

For category B French to English translation services, the total cost to Canada resulting from call ups against the Standing Offers must not exceed the sum of \$ 30,000.00 (*Applicable Taxes excluded*) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or two months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.12 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions [2005 \(2017-06-21\)](#), General Conditions - Standing Offers - Goods or Services
- d) the general conditions [2010B \(2018-06-21\)](#), General Conditions – Professional Services (Medium Complexity)
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) Annex C, Security Requirements Check List;
- h) Annex D, Standing Offer Usage Report
- i) the Offeror's offer dated _____ (*insert date of offer*),

7.13 Certifications and Additional Information

7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.13.2 SACC Manual clauses

Status of Availability of Resources – Standing Offer

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2010B \(2018-06-21\)](#), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

Section 06 Subcontracts, of General Conditions 2010B (2018-06-21), General Conditions – Professional Services (Medium Complexity) will not apply.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the Standing Offer.



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex B for a cost of \$ as indicated in Call-up. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.5.3 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada.

7.5.4 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)



7.6 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows

The original and one (1) copy must be forwarded to the Project Authority identified under the section entitled "Authorities" of the Contract.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities".

7.7 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.8 Performance of the Work

1. Collection and delivery of the Work may be by hand, courier, mail, electronic mail or internet (or intranet), as specified in the Contract. If the Contractor is required to collect the Work at a government site and/or deliver the Work to a government site, the Contractor must collect and deliver the Work during normal working hours, unless provided otherwise in the Contract.
2. The Contractor must submit the Work on the prescribed electronic medium and software, following the layout and format of the original text. Any work submitted by the Contractor on the prescribed electronic medium and software must be formatted in such a way that it can be used without modification. The Contractor must follow the layout of the original in every respect. The Contractor must supply the prescribed electronic medium and software.
3. The Work must contain no heading, advertising or information whatsoever that could identify the Contractor. No handwritten corrections will be accepted. All French translations must include all the French accents on the prescribed electronic medium and software. The Contractor must reproduce any charts (including figures), unless otherwise indicated. The word count includes figures, and figures must be reproduced.
4. The Contractor must not remove any classified documents from the authorized work premises unless it receives authorization in writing from the Project Authority. The



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

Contractor must ensure that its employees are aware of and comply with this requirement.

5. The Contractor must stamp the appropriate security classification on the Work produced by the Contractor under the Contract. The Contractor must not keep or reproduce classified documents or translations of these, nor reveal their contents. Upon completion of the Work, the Contractor must return to the Project Authority all classified documents provided by Canada or produced by the Contractor under the Contract, as well as all the rough drafts, draft notes, working documents and research notes. All such documents must be submitted in person or sent by courier, enclosed in two envelopes, the inside envelope being marked at the required security level, and the outer one bearing only the addresses of the addressee and sender.

7.9 Replacement of Specific Individuals

1. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
2. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
 - a. the name, qualifications and experience of the proposed replacement; and
 - b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.
3. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

7.10 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.



ANNEX "A"

STATEMENT OF WORK

Category A

Translation Services from English to French

1.0 Objective

The Canadian Energy Regulator (the CER) has a requirement for the provision of translation services, from English to French, on an “as-and-when requested” basis. The CER is a knowledge-based organization and as such knowledgeable and experienced staff is the CER’s greatest asset. It is critical to the health of the energy sector that the CER has the necessary resources to carry out its mandate in the Canadian public interest. The translation provider has the knowledge, experience and expertise to ensure the CER meets this objective for the provision of translation services, from English to French, of regulatory documents such as Safety Audit Reports, Environmental Screening Reports, Energy Market Assessments and seasonal outlooks, as well as documents more internal in nature that can be related, for example, to human resources, communications or management services.

The CER is currently seeking proposals for the provision of English-to-French translation services when the volume of requirements exceeds the capacity of the in-house team.

2.0 Background

The CER (formerly the National Energy Board [the NEB]) is an independent federal regulatory agency that was established in 1959 to promote safety and security, environmental protection and economic efficiency in the Canadian public interest within the mandate set by Parliament for the regulation of pipelines, energy development and trade.

The CER reports to Parliament through the Minister of Natural Resources. Its main responsibilities include regulating the construction and operation of interprovincial and international oil and gas pipelines, international power lines, and designated interprovincial power lines. Furthermore, the CER regulates the tolls and tariffs for the pipelines under its jurisdiction.

3.0 Requirement

The CER does not guarantee any specific volume of work under this contract. Rather, the need is for an offeror to translate a variety of documents produced by the CER from English to French on an “as-and-when requested” basis.

The work is to be performed at the offeror’s site and the offeror will be provided SDL Trados Studio translation memory and Termbase files, updated on a monthly basis. The weighted number of words of each translation request will always be calculated using the latest translation memory.

A summary of the translation services that could be provided under this contract are:



- English to French Translation during each of the contract years.
- A regular-rate request is any request allowing at least one working day for the translation of 1,800 weighted words. There can be up to four such requests in the offeror's translation queue at one time.
- A rush-rate request is any request that requires the translation of more than 1,800 weighted words per working day.

As a government agency, all written communications from the CER to other federal government departments and agencies, Parliament and the public at large must be presented in both official languages in order to comply with the Official Languages Act.

The information to be translated is often exclusively destined to a specialized public and may be extremely technical.

3.1 Translation Requests

3.1.1 Every request for translation will be assigned a case number by the CER. All interactions with the CER regarding the case shall include a reference to the case number (e.g. requests for additional information, delivery of translated documents, invoices, etc.).

3.1.2 All requests for translation will be authorized by the Project Authority. A request for translation from the Project Authority will provide the following information:

- a. an internal Translation Reference Number;
- b. the details of the work activities to be performed;
- c. the weighted number of words to be translated;
- d. the delivery deadline.

3.1.3 All requests for translation services will be sent electronically using Broca, the CER workflow software, or by encrypted email in the case of protected documents.

3.1.4 The offeror shall not perform any work not duly authorized by the Project Authority. All work performed without the approval of the Project Authority will be at the offeror's own expenses, and Her Majesty will not be responsible for the payment of such expenses.

3.2 Translation and Linguistic Quality

3.2.1 The style used in the translation will be legal or administrative in nature. The style required depends on the subject matter and the target audience. The offeror shall work with the Project Authority to ensure consistency and standardization in the use of terminology. The offeror shall follow the rules set out in *Le guide du rédacteur*, as well as the CER usage and conventions for texts of a particular nature. The SDL Trados Studio translation memory, updated monthly, as well as the CER's website and other Government of Canada's websites are the primary terminology sources to be used.



For a sample of the documentation which will need to be translated please reference the link below;

<https://docs.neb-one.gc.ca/ll-eng/llisapi.dll?func=ll&objId=2697319&objAction=browse>

3.2.2 Not limited to the following, the offeror will be required to:

- a. translate all documents, including tables, icons, graphics and illustrations, and do the required terminology research as well as reference checks;
- b. ensure that all translations are reviewed for quality and accuracy before being returned to the CER;
- c. ensure the consistency of large documents by limiting, as far as reasonable, the number of different resources working on the same requirement and providing an overall review of the complete document to ensure a consistent level of quality.

3.3 Software used by The CER

3.3.1 All translations, modifications and revisions must be done in the same layout and format as the source document. All work must have the same font as the text translated (with pagination and no handwritten corrections, unless agreed upon by both parties), and must be usable "as is", without any intervention by the Project Authority. Usually, texts will be provided in conventional word processing. Texts to be translated will be most commonly, but not exclusively, provided in one of the Microsoft Office Suite programs. The offeror must, at a minimum, have version 2007 of Microsoft Office Suite.

3.3.2 The offeror shall accept documents in the above-noted electronic formats for translation, and shall return translated documents in these formats, as well as the corresponding sdxliff files.

3.4 Scans for Computer Viruses

3.4.1 The offeror shall electronically scan all information storage and retrieval disks and tapes, and other electronic files submitted to the CER, for computer viruses and other coding intended to cause malfunctions.

3.4.2 The offeror shall immediately inform the Project Authority if disks or tapes, or other electronic files, used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

3.4.3 The offeror shall not use non-authorized codes in the treatment of texts, tables, etc. The offeror shall take all necessary measures to ensure that the delivery of all translations and modifications on electronic media or systems is free of viruses.

3.5 Quality Assurance

3.5.1 The offeror must perform quality assurance checks for all documents translated before delivery. The key steps to be followed, as a minimum, are:



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

- a. Compare the target document with the source document;
- b. Verify the terminology against the reference documents provided by the CER;
- c. Ensure that the layout and formatting are consistent with the source document;
- d. Ensure that the version of the software used in the target document is the same one that is used in the source document.

3.5.2 Translations shall contain no major mistakes (such as nonsense, gibberish, omissions, anglicisms, misinterpretation, grammar or syntax errors) and no more than five (5) minor mistakes (such as typographical errors, punctuation errors and omission of hyphens) per 800 words of text. The work will be evaluated by the CER on format and style.

Appendix 1 is a list of the errors and their definitions.

3.5.3 The work requested will be subject to evaluation by the CER with the stipulated demands, as well as to the regulations and policies in place, generally known and accepted by the translation community.

3.5.4 Unsatisfactory translations containing one (1) or more major mistakes and/or more than five (5) minor mistakes per 800 words of text will be subject to one or more of the following penalties at the sole discretion of the CER:

- a. The work will be returned by the CER to be redone by the offeror at no additional cost to the CER. The work to be redone will be performed within the timeframe given by the CER, regardless if it requires completing the work during evening, weekend and/or statutory holidays to meet the deadline;
- b. The work will be redone by another offeror or by the CER. In this case, the offeror will be informed that the translation that was done is unacceptable and that they will not be authorized to submit an invoice for the work that was initially completed; or
- c. The standing offer will be set aside and not used by the CER if the CER is convinced that the number of mistakes is excessive in several translations produced by the offeror.

3.6 Word Count

3.6.1 The word count of all documents to be translated will be stated by the CER and only this word count will be used for payment.

3.6.2 In case the offeror disagrees with the number of words, the CER will do a recount in an attempt to reach an agreement with the offeror. The offeror must indicate to the CER any disagreements with the word count. The final decision on word count will be made by the CER at its sole discretion.

3.6.3 The word count will be weighted in the manner specified below based on the analysis report obtained from the SDL Trados Studio software at the time the project is created.

EXAMPLE	Word Count	Conversion Factor	Weighted Word Count for Billing Purposes
100% Match	100	25%	25
75-99% Match	100	50%	50



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

Balance	100	100%	100
Total	300		175

3.7 Reception, Transmission, and Management of Documents

- 3.7.1 The offeror must have the required equipment to receive or transmit documents via Broca or email.
- 3.7.2 The offeror shall manage requests for translation, and the associated documents to be translated, and the resulting translations, to provide the CER with accurate, timely results. Such management must account for, as a minimum, and not intended to be a comprehensive list:
- a. multi-part documents in situations where the parts are delivered to the offeror separately;
 - b. a work priority system that includes the ability to accommodate changes in priority dictated by the CER, in which current work is suspended and other work is substituted for earlier translation;
 - c. version control, and correct management of the translations, where the same document is sent to the offeror a number of times, with adjustments in each delivery of the document, even though the initial version of the document is not completely translated.

3.8 Work Location and Services

- 3.8.1 The work must be performed at the offeror’s own place of business. All technical and support services (clerical/administrative, etc.), supplies and equipment necessary to accomplish tasks shall be provided by the offeror at its own costs.
- 3.8.2 The offeror **must NOT** subcontract any portion of the work.
- 3.8.3 The work shall be delivered through the CER’s online portal Broca or by encrypted email in the case of protected documents.
- 3.8.4 The proposed resources must have at a minimum valid clearances at the level of “Reliability Status”.

3.9 Response Times

- 3.9.1 The offeror must be available to provide services on an “as-and-when requested” basis.
- 3.9.2 The offeror must respond to routine translation requests within the normal business hours of 8:00 A.M. to 5:00 P.M. Mountain Time. For the purpose of this Contract, regular-rate requests are expected to be processed at a rate of 1,800 weighted words per day for up to four (4) requests at a time.
The offeror must provide the name of a contact person(s) and telephone number(s) who is able to confirm the offeror’s capacity (time and resources) to deliver any particular requirement.



Category B

Translation Services from French to English

1.0 Objective

The Canadian Energy Regulator (the CER) has a requirement for the provision of translation services, from French to English, on an “as-and-when requested” basis. The CER is a knowledge-based organization and as such knowledgeable and experienced staff is the CER’s greatest asset. It is critical to the health of the energy sector that the CER has the necessary resources to carry out its mandate in the Canadian public interest. The translation provider has the knowledge, experience and expertise to ensure the CER meets this objective for the provision of translation services, from French to English, of regulatory documents such as Safety Audit Reports and Environmental Screening Reports, as well as documents more internal in nature that can be related, for example, to human resources, communications or management services.

The CER is currently seeking proposals for the provision of French-to-English translation services since it does not have this capacity in the in-house team.

2.0 Requirement

The CER does not guarantee any specific volume of work under this contract. Rather, the need is for an offeror to translate a variety of documents produced by the CER from French to English on an “as-and-when requested” basis.

The work is to be performed at the offeror’s site and the offeror will be provided SDL Trados Studio translation memory and Termbase files, updated on a monthly basis. The weighted number of words of each translation request will always be calculated using the latest translation memory.

A summary of the translation services that could be provided under this contract are:

- French to English Translation during each of the contract years.
- A regular-rate request is any request allowing at least one working day for the translation of 1,800 weighted words. There can be up to four such requests in the offeror’s translation queue at one time.
- A rush-rate request is any request that requires the translation of more than 1,800 weighted words per working day.

As a government agency, all written communications from the CER to other federal government departments and agencies, Parliament and the public at large must be presented in both official languages in order to comply with the Official Languages Act.



The information to be translated is often exclusively destined to a specialized public and may be extremely technical.

2.1 Translation Requests

2.1.1 Every request for translation will be assigned a case number by the CER. All interactions with the CER regarding the case shall include a reference to the case number (e.g. requests for additional information, delivery of translated documents, invoices, etc.).

2.1.2 All requests for translation will be authorized by the Project Authority. A request for translation from the Project Authority will provide the following information:

- e. an internal Translation Reference Number;
- f. the details of the work activities to be performed;
- g. the weighted number of words to be translated;
- h. the delivery deadline.

2.1.3 All requests for translation services will be sent electronically using Broca, the CER workflow software, or by encrypted email in the case of protected documents.

2.1.4 The offeror shall not perform any work not duly authorized by the Project Authority. All work performed without the approval of the Project Authority will be at the offeror's own expenses, and CER will not be responsible for the payment of such expenses.

2.2

2.3 Translation and Linguistic Quality

2.3.1 The style used in the translation will be legal or administrative in nature. The style required depends on the subject matter and the target audience. The offeror shall work with the Project Authority to ensure consistency and standardization in the use of terminology. The offeror shall follow the rules set out in *The Canadian Style*, as well as the CER usage and conventions for texts of a particular nature. The SDL Trados Studio translation memory, updated monthly, as well as the CER's website and other Government of Canada's websites are the primary terminology sources to be used.

For a sample of the documentation which will need to be translated please reference the link below;

<https://docs.neb-one.gc.ca/ll-eng/llisapi.dll?func=ll&objId=2697319&objAction=browse>

2.2.2 Not limited to the following, the offeror will be required to:

- d. translate all documents, including tables, icons, graphics and illustrations, and do the required terminology research as well as reference checks;
- e. ensure that all translations are reviewed for quality and accuracy before being returned to the CER;



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

- f. ensure the consistency of large documents by limiting, as far as reasonable, the number of different resources working on the same requirement and providing an overall review of the complete document to ensure a consistent level of quality.

2.4 Software used by The CER

- 2.4.1** All translations, modifications and revisions must be done in the same layout and format as the source document. All work must have the same font as the text translated (with pagination and no handwritten corrections, unless agreed upon by both parties), and must be usable "as is", without any intervention by the Project Authority. Usually, texts will be provided in conventional word processing. Texts to be translated will be most commonly, but not exclusively, provided in one of the Microsoft Office Suite programs. The offeror must, at a minimum, have version 2007 of Microsoft Office Suite.
- 2.4.2** The offeror shall accept documents in the above-noted electronic formats for translation, and shall return translated documents in these formats, as well as the corresponding sdxliff files.

2.5 Scans for Computer Viruses

- 2.5.1** The offeror shall electronically scan all information storage and retrieval disks and tapes, and other electronic files submitted to the CER, for computer viruses and other coding intended to cause malfunctions.
- 2.5.2** The offeror shall immediately inform the Project Authority if disks or tapes, or other electronic files, used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- 2.5.3** The offeror shall not use non-authorized codes in the treatment of texts, tables, etc. The offeror shall take all necessary measures to ensure that the delivery of all translations and modifications on electronic media or systems is free of viruses.

2.6 Quality Assurance

- 2.6.1** The offeror must perform quality assurance checks for all documents translated before delivery. The key steps to be followed, as a minimum, are:
 - e. Compare the target document with the source document;
 - f. Verify the terminology against the reference documents provided by the CER;
 - g. Ensure that the layout and formatting are consistent with the source document;
 - h. Ensure that the version of the software used in the target document is the same one that is used in the source document.
- 2.6.2** Translations shall contain no major mistakes (such as nonsense, gibberish, omissions, anglicisms, misinterpretation, grammar or syntax errors) and no more than five (5) minor mistakes (such as typographical errors, punctuation errors and omission of hyphens) per 800 words of text. The work will be evaluated by the CER on format and style.
Appendix 1 is a list of the errors and their definitions.



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

2.6.3 The work requested will be subject to evaluation by the CER with the stipulated demands, as well as to the regulations and policies in place, generally known and accepted by the translation community.

2.6.4 Unsatisfactory translations containing one (1) or more major mistakes and/or more than five (5) minor mistakes per 800 words of text will be subject to one or more of the following penalties at the sole discretion of the CER:

- d. The work will be returned by the CER to be redone by the offeror at no additional cost to the CER. The work to be redone will be performed within the timeframe given by the CER, regardless if it requires completing the work during evening, weekend and/or statutory holidays to meet the deadline;
- e. The work will be redone by another offeror or by the CER. In this case, the offeror will be informed that the translation that was done is unacceptable and that they will not be authorized to submit an invoice for the work that was initially completed; or
- f. The standing offer will be set aside and not used by the CER if the CER is convinced that the number of mistakes is excessive in several translations produced by the offeror.

2.7 Word Count

2.7.1 The word count of all documents to be translated will be stated by the CER and only this word count will be used for payment.

2.7.2 In case the offeror disagrees with the number of words, the CER will do a recount in an attempt to reach an agreement with the offeror. The offeror must indicate to the CER any disagreements with the word count. The final decision on word count will be made by the CER at its sole discretion.

2.7.3 The word count will be weighted in the manner specified below based on the analysis report obtained from the SDL Trados Studio software at the time the project is created.

EXAMPLE	Word Count	Conversion Factor	Weighted Word Count for Billing Purposes
100% Match	100	25%	25
75-99% Match	100	50%	50
Balance	100	100%	100
Total	300		175

2.8 Reception, Transmission, and Management of Documents

2.8.1 The offeror must have the required equipment to receive or transmit documents via Broca or email in the case of protected documents.

2.8.2 The offeror shall manage requests for translation, and the associated documents to be translated, and the resulting translations, to provide the CER with accurate, timely



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

results. Such management must account for, as a minimum, and not intended to be a comprehensive list:

- d. multi-part documents in situations where the parts are delivered to the offeror separately;
- e. a work priority system that includes the ability to accommodate changes in priority dictated by the CER, in which current work is suspended and other work is substituted for earlier translation;
- f. version control, and correct management of the translations, where the same document is sent to the offeror a number of times, with adjustments in each delivery of the document, even though the initial version of the document is not completely translated.

2.9 Work Location and Services

2.9.1 The work must be performed at the offeror's own place of business. All technical and support services (clerical/administrative, etc.), supplies and equipment necessary to accomplish tasks shall be provided by the offeror at its own costs.

2.9.2 The offeror **must NOT** subcontract any portion of the work.

2.9.3 The work shall be delivered through the CER's online portal Broca or by email in the case of protected documents.

2.9.4 The offeror's proposed resource must have at a minimum a valid clearance at the level of "Reliability Status".

2.10 Response Times

2.10.1 The offeror must be available to provide services on an "as-and-when requested" basis.

2.10.2 The offeror must respond to routine translation requests within the normal business hours of 8:00 A.M. to 5:00 P.M. Mountain Time. For the purpose of this Contract, regular-rate requests are expected to be processed at a rate of 1,800 weighted words per day for up to four (4) requests at a time.

The offeror must provide the name of a contact person(s) and telephone number(s) who is able to confirm the offeror's capacity (time and resources) to deliver any particular requirement.



Appendix 1

Types of Errors

The errors and definitions below come from *Terminologie de la traduction / Translation Terminology*, Jean Delisle, 1999. The list is not exhaustive.

Nonsense	A translation error where the translator misinterprets the sense of a word or statement in the source text or commits a methodological error, which leads to an illogical formulation in the target text.
Misinterpretation	A translation error where the translator misunderstands the text or lacks general cultural knowledge, with the result that a word or segment from the source text is given an entirely erroneous sense from that intended by its author.
Incorrect meaning	A translation error where a sense is attributed to a word or a segment from the source text that it does not have in the context in which it appears.
Addition	A translation error where the translator introduces into the target text superfluous information or stylistic effects not in the source text.
Omission	A translation error where the translator fails to render a necessary element of information from the source text in the target text.
Interference	A translation error that results from ignorance or a methodological error and that introduces a characteristic peculiar to the source language into the target language (gallicism, calque, <i>faux ami</i>).
Hypertranslation	A methodological error where the translator systematically chooses to use wording that is formally quite different from the original expression in the source text even if a literal translation is possible and quite acceptable.
Over-translation	A translation error where the translator explicitates elements of the source text that ought to be implicated in the target text.
Under-translation	A translation error where the translator omits in the target text any compensations, amplifications or explicitations required in order to obtain an idiomatic translation that conforms to the presumed sense of the source text.
Inappropriate paraphrase	A translation error that results from a methodological error and consists of translating a text segment from the source text using an inappropriately long target text.
Direct transfer	A translation procedure where certain elements of information in the source text that do not require interpretive analysis are reproduced more or less unchanged in the target text, employing orthographic modification where necessary.



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

LANGUAGE	
Spelling	Word misspelled.
Grammar/ Syntax	The pattern of formation of sentences or phrases in a language, word order, agreement, etc.
Zeugma	<i>**with weeping eyes and hearts => with weeping eyes and grieving hearts</i>
Word order	The arrangement of words in a phrase, clause, or sentence.
Barbarism	Use of a word that was inappropriately coined (<i>**nucular => nuclear</i>) or unintentionally corrupted (<i>**bronical => bronchial,</i>). A morphological error.
Gibberish	Unintelligible or meaningless language (<i>**Garde contre noyaux for Beware of pits</i>).
Inappropriate expression	A language error that consists of attributing an imprecise meaning to a word, or one that is contrary to usage (<i>**he was implied in a scandal => He was implicated in a scandal</i>). A semantic error.
Aspect	The manner in which an action expressed by a verb or a noun is situated in time (durative, instantaneous, inchoative, iterative or repetitive, perfective or terminative, imperfective or non-completion, progressive or continuity).
Ambiguity	The property of a text or a text segment that allows for more than one semantic interpretation.
Connotation	The set of subjective, emotional, and variable elements, which together with the denotation comprise the meaning of a word.
Pleonasm	The use of more words than are required to express an idea; redundancy.
<i>Mot juste</i>	A word that ensures lexical precision in the formulation of an idea and that renders the nuance of the sense better than any other word.
Collocation / co-occurrence	Two or more frequently used words that can be consecutive or non-consecutive, that form a unit of meaning, and that are accepted by common usage. / The relatively frequent, mutual incident of two or more not necessarily consecutive words or terms, especially within specialized discourse. (Co-occurrence: not as set as a collocation.)
Register/ <i>Niveau de langue</i>	A property of discourse that takes into account the nature of relationships among speakers, their socio-cultural level, the subjects treated, and the degree of formality and familiarity selected for a given utterance or text.

TERMINOLOGY	
Exactitude	
Uniformity	



Solicitation No. 84084-19-0120 **Closing Date and Time:** Wednesday, April 29, 2020
 Translation Services (ENG-FREN) (FREN-ENG) 2: 00 PM MDT

ANNEX “B”

BASIS OF PAYMENT

Category A

English to French Translation

- * Applicable taxes are to be excluded from the prices quoted herein *
- * Applicable taxes will be added as a separate item on the invoice *

* The quantities as shown in Annex “B” are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.

All-inclusive FOB Destination price for the provision of all but not limited to supplies, equipment, technical and support services, and supervision to perform the work in accordance with Annex “A” – Statement of Work.

Price Table:

Item	Description	Estimated Quantities per year	Firm Unit Rate		
			SO period	Option Year 1	Option Year 2
1	<u>Regular Rate</u> (Any request allowing at least one working day for the translation of 1,800 weighted words. There can be up to four such requests in the offeror 's translation queue at one time)	400,000 words	\$_____/word	\$_____/word	\$_____/word
2	<u>Rush Rate</u> (Rush request is a request exceeding 1800 weighted words per working day.)	200,000 words	\$_____/word	\$_____/word	\$_____/word

Note:



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

The CER will not accept any Travel and Living expenses incurred by any offeror as a consequence of any relocation required to satisfy the terms of any resulting contract

Category B

French to English Translation

- * Applicable taxes are to be excluded from the prices quoted herein *
- * Applicable taxes will be added as a separate item on the invoice *

* The quantities as shown in Annex “B” are estimated usages and for evaluation purposes only and will not form part of the final Standing Offer.

All-inclusive FOB Destination price for the provision of all but not limited to supplies, equipment, technical and support services, and supervision to perform the work in accordance with Annex “A” – Statement of Work.

Price Table:

Item	Description	Estimated Quantities per year	Firm Unit Rate		
			SO period	Option Year 1	Option Year 2
1	<u>Regular Rate</u> (Any request allowing at least one working day for the translation of 1,800 weighted words. There can be up to four such requests in the offeror 's translation queue at one time)	100,000 words	\$_____/word	\$_____/word	\$_____/word
2	<u>Rush Rate</u> (Rush request is a request exceeding 1800 weighted words per working day.)	20,000 words	\$_____/word	\$_____/word	\$_____/word

Note:

The CER will not accept any Travel and Living expenses incurred by any offeror as a consequence of any relocation required to satisfy the terms of any resulting contract



Solicitation No. 84084-19-0120

Closing Date and Time: Wednesday, April 29, 2020

Translation Services (ENG-FREN) (FREN-ENG)

2: 00 PM MDT

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST (SRCL)

Attached in following 3 PDF pages



Contract Number / Numéro du contrat 84084-19-0120
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / National Energy Board
Ministère ou organisme gouvernemental d'origine

2. Branch or Directorate / Direction générale ou Direction
Communications and Engagement

3. a) Subcontract Number / Numéro du contrat de sous-traitance

3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail
Translation services from Eng to Fren and Fren to Eng of a variety of documents produced by CER formerly NEB on an "as-and-when requested" basis.

5. a) Will the supplier require access to Controlled Goods?
Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
(Specify the level of access using the chart in Question 7. c)
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> CANADA	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat
84084-19-0120
Security Classification / Classification de sécurité UNCLASSIFIED

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat 84084-19-0120
Security Classification / Classification de sécurité UNCLASSIFIED

PART C (continued) / PARTIE C (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Dans le cas des utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions. Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Catégorie / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET
				CONFIDENTIEL		TRÈS SECRET	NATO DIFFUSION RESTREINTE	NATO CONFIDENTIEL					A	B	C	CONFIDENTIEL
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI		✓														
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? No Yes
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? No Yes
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? Non Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Solicitation No. 84084-19-0120 Translation Services (ENG-FREN) (FREN-ENG)	Closing Date and Time: Wednesday, April 29, 2020 2: 00 PM MDT
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ANNEX "D"

STANDING OFFER USAGE REPORT

Return to: Nafissa Diop
 nafissa.diop@cer-rec.gc.ca

The usage reports must be submitted no later than fifteen (15) calendar days after the end of the reporting period.

SUPPLIER:

STANDING OFFER NO: 84084-19-0120

DEPARTMENT OR AGENCY: Canadian Energy Regulator (CER)

REPORTING PERIOD:

- January 1 to March 31
- April 1 to June 30
- July 1 to September 30
- October 1 to December 31

Call-up No.	Description	Value of each call-up (GST included)
1		
2		
3		
4		
5		
6		
Total Dollar Value Call-ups for this reporting period:		

NIL REPORT: We have not done any business with the federal government for this period

PREPARED BY: NAME: _____

TELEPHONE NO.: _____

SIGNATURE: _____ DATE _____



ANNEX "E"

To PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)



ANNEX “F “

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

CATEGORY A

TECHNICAL EVALUATION FOR ENGLISH TO FRENCH TRANSLATION

1. Mandatory Technical Criteria (Step 1)

The mandatory requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis. Each mandatory requirement should be addressed separately. Offers which fail to meet the mandatory requirements will be deemed non-responsive and given no further consideration.

Offers MUST demonstrate compliance with all of the following mandatory requirements and MUST provide the necessary documentation to support compliance.

No	Mandatory Requirement (M)	Met	Not met	Cross Reference to Proposal (Page #)
M1	<p>Experience of offeror</p> <p>The offeror must demonstrate a minimum of five (5) years of experience in technical translation* within the last ten (10) years.</p>			
M2	<p>Qualifications and experience of proposed resources</p> <p>The offeror must demonstrate that it has a minimum of four (4) translators to provide the services as detailed in the Statement of Work. To demonstrate compliance, the offeror must include in the offer current detailed curriculum vitae for each proposed resource.</p> <p>Each proposed resource must hold either a degree in translation from a recognized university or hold an accreditation from, and be in good standing with the Canadian Translators Terminologists and Interpreters Council (or Member Associations), or the Ordre des</p>			



Solicitation No. 84084-19-0120 **Closing Date and Time:** Wednesday, April 29, 2020
 Translation Services (ENG-FREN) (FREN-ENG) 2: 00 PM MDT

	<p>traducteurs, terminologues et interprètes agréés du Québec.</p> <p>Each proposed resource must have general translation experience and a minimum of ten (10) years (120 months) of experience translating technical documents* from English to French within the last twelve (12) years.</p>			
M3	<p>Security Requirement</p> <p>The bidder must meet 6.1 Security Requirements, a proof document must be provided with offer. Failure to do so will result in the offer deemed non responsive.</p>			

* For the purposes hereby, technical translation is the translation of specialized texts pertaining to energy, regulations, technology, law, tolls and tariffs, etc.

2. Point Rated Technical Criteria (Step 2)

The criteria contained herein will be used to evaluate each offer that has met all of the mandatory requirements. Offerors are advised to address these requirements in the following order and in sufficient depth in their offers to enable a thorough assessment. The assessment will be based solely on the information contained within the offer.

Offers MUST achieve the stated minimum points required for the rated criteria R3 and obtain the minimum of 80 points overall to be assessed as responsive under the Rated Requirements Section; offers not meeting the minimum required points will be deemed non-responsive and given no further consideration.

No.	Point Rated Requirement	Scoring Scheme	Cross reference to Proposal
R1	Bidder Capacity		
R1.1	The offeror should demonstrate they have an English to French translation capacity of at least 8,000 words per day over a period of 5 years within the last ten (10) years. The offer should provide the following information:	<p>- Less than 8,000 words/day or 3,000,000 words/year = 0 pts</p> <p>- 8,000 words/day and over as well as 3,000,000 words/year and over = 5 pts</p>	



Solicitation No. 84084-19-0120 **Closing Date and Time:** Wednesday, April 29, 2020
 Translation Services (ENG-FREN) (FREN-ENG) 2: 00 PM MDT

	<p>a) The number of words translated per year; and</p> <p>b) The name of the client reference and current contact information (telephone number or email address).</p>		
R1.2	The offeror should demonstrate its proposed procedures to maintain uninterrupted translation services over 365 days a year, including urgent work.	<p>Extended hours of operation = 3 pts</p> <p>Weekend hours = 3 pts</p> <p>Innovative staffing schemes = 3 pts</p> <p>Dedicated team of translators = 3 pts</p> <p>Replacement scheme during vacation and/or leave and/or statutory holidays = 3 pts</p> <p><i>To a maximum of 15 points</i></p>	
TOTAL FOR R1		/20	
R2	Offeror's Quality Control methods		
R2.1	The Offeror should demonstrate their general quality control provisions by providing a written description.	<ul style="list-style-type: none"> - Clear descriptions of the roles and Responsibilities of proposed translation team = 3 pts - Description of offeror's standards = 3 pts - Dedicated quality control method = 3 pts - Description of monitoring processes, performance measures and assigned responsibilities for standards are met = 3 pts v) Description of processes for remedial actions when translation standards are not met = 3 pts 	



Solicitation No. 84084-19-0120 **Closing Date and Time:** Wednesday, April 29, 2020
 Translation Services (ENG-FREN) (FREN-ENG) 2: 00 PM MDT

		<i>To a maximum of 15 points</i>	
R2.2	The offeror should demonstrate their business resumption capacity in the event of an emergency by providing a written description	<ul style="list-style-type: none"> - A description of the business resumption plan = 5 pts - The Bidder having an IT system set up to prevent data loss = 5 pts - The offeror having maintenance contracts with suppliers = 5 pts <p><i>To a maximum of 15 points</i></p>	
TOTAL FOR R2		/30	
R3	Quality of Translation Sample Submitted by Offeror Attached as Appendix 2 A are two (2) samples of CER documents in English. The offeror should translate each of these English documents into French and submit each translation document with its offer.		
R3.1	<p>Quality of Translation of Text (Appendix 2 A)</p> <p>Each of the two translated documents will be assessed for quality. Errors are defined in Appendix 1.</p> <p>List of text:</p> <p>Text 1 – Next phase of website renewal underway; and Text 2 - Submit an Application Through OneStop</p>	<p>Offerors will receive a starting value of 25 points for each of the two (2) translated documents.</p> <p>1 point will be deducted from the starting value of 25 points for each instance of faults assessed in each of the two (2) translated documents.</p> <p>If the same error is made in more than one of the documents, 1 point will be deducted from each document the error occurs in.</p> <p>If a translation of a sample document is not submitted with the offer, that translation will be scored 0 points.</p> <p>Offerors cannot receive less than 0 points for each document.</p> <p><i>To a maximum of 50 points</i></p>	
TOTAL FOR R3 (Minimum of 45 points are required)		/50	



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

OVERALL TOTAL OF PROPOSAL (Minimum of 80 points are required)	/100
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* For the purposes hereby, technical translation is the translation of specialized texts pertaining to energy, regulations, technology, law, tolls and tariffs, etc.

3 Financial Evaluation (Step 3)

Offerors must fill out prices tables as per **ANNEX B BASIS OF PAYMENT** and provide price for SO period, price for option year 1 and price for option year 2 for the category of translation services the offeror is choosing to propose.

The evaluation will be made per category and Standing Offers will be issued per category based on combined Financial and Technical Score.



Solicitation No. 84084-19-0120	Closing Date and Time: Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG)	2: 00 PM MDT

CATEGORY B

TECHNICAL EVALUATION FOR FRENCH TO ENGLISH TRANSLATION

. Mandatory Requirements (Step 1)

The mandatory requirements listed below will be evaluated on a simple met/not met (i.e. compliant/non-compliant) basis. Each mandatory requirement should be addressed separately. Offers which fail to meet the mandatory requirements will be deemed non-responsive and given no further consideration.

Offers **MUST** demonstrate compliance with all of the following mandatory requirements and **MUST** provide the necessary documentation to support compliance.

No	Mandatory Requirement (M)	Met	Not met	Cross Reference to Proposal (Page #)
M1	<p>Experience of Offeror</p> <p>The offeror must demonstrate a minimum of five (5) years of experience in technical translation* within the last ten (10) years.</p>			
M2	<p>Qualifications and experience of proposed resources</p> <p>The offeror must demonstrate that it has a minimum of two (2) translators to provide the services as detailed in the Statement of Work. To demonstrate compliance, the offeror must include in the offer current detailed curriculum vitae for each proposed resource.</p> <p>Each proposed resource must hold either a degree in translation from a recognized university or hold an accreditation from, and be in good standing with the Canadian Translators Terminologists and Interpreters Council (or Member Associations), or the Ordre des traducteurs, terminologues et interprètes agréés du Québec.</p>			



Solicitation No. 84084-19-0120 **Closing Date and Time:** Wednesday, April 29, 2020
Translation Services (ENG-FREN) (FREN-ENG) 2: 00 PM MDT

	Each proposed resource must have general translation experience and a minimum of five (5) years (69 months) of experience translating technical documents* from French to English within the last seven (7) years.			
M3	Security Requirement The offeror must meet 6.1 Security Requirements; a proof document must be provided with offer. Failure to do so will result in the offer deemed non responsive.			

* For the purposes hereby, technical translation is the translation of specialized texts pertaining to energy, regulations, technology, law, tolls and tariffs, etc.



Solicitation No. 84084-19-0120 **Closing Date and Time:** Wednesday, April 29, 2020
 Translation Services (ENG-FREN) (FREN-ENG) 2: 00 PM MDT

2. Point Rated Technical Criteria (Step 2)

The criteria contained herein will be used to evaluate each offer that has met all of the mandatory requirements. Offeror are advised to address these requirements in the following order and in sufficient depth in their offers to enable a thorough assessment. The assessment will be based solely on the information contained within the offer.

Offers **MUST** achieve the stated minimum points required for the rated criteria R3 and obtain the minimum of 80 points overall to be assessed as responsive under the Rated Requirements Section; offers not meeting the minimum required points will be deemed non-responsive and given no further consideration.

Only those offers which are compliant with all of the Mandatory Requirements and then achieve (or exceed) the stated minimum points for the rated criteria will be further considered for award of a contract.

No.	Point Rated Requirement	Scoring Scheme	Cross reference to Proposal
R1	Offeror Capacity		
R1.1	<p>The offeror should demonstrate they have a French to English translation capacity of at least 2,000 words per day over a period of 5 years within the last ten (10) years. The offeror should provide the following information:</p> <p>a) The number of words translated per year; and</p> <p>b) The name of the client reference and current contact information (telephone number or email address).</p>	<p>- Less than 2,000 words/day or 730,000 words/year = 0 pts</p> <p>- 2,000 words/day and over as well as 730,000 words/year and over = 5 pts</p>	
R1.2	<p>The offeror should demonstrate its procedures proposed to maintain uninterrupted translation services over 365 days a year, including urgent work.</p>	<p>Extended hours of operation = 3 pts</p> <p>Weekend hours = 3 pts</p> <p>Innovative staffing schemes = 3 pts</p> <p>Dedicated team of translators = 3 pts</p>	



Solicitation No. 84084-19-0120 **Closing Date and Time:** Wednesday, April 29, 2020
 Translation Services (ENG-FREN) (FREN-ENG) 2: 00 PM MDT

		Replacement scheme during vacation and/or leave and/or statutory holidays = 3 pts <i>To a maximum of 15 points</i>	
TOTAL FOR R1		/20	
R2	Offeror's Quality Control methods		
R2.1	The offeror should demonstrate their general quality control provisions by providing a written description.	<ul style="list-style-type: none"> - Clear descriptions of the roles and responsibilities of proposed translation team = 3 pts - Description of offeror's standards = 3 pts - Dedicated quality control method = 3 pts - Description of monitoring processes, performance measures and assigned responsibilities for standards are met = 3 pts v) Description of processes for remedial actions when translation standards are not met = 3 pts <p><i>To a maximum of 15 points</i></p>	
R2.2	The offeror should demonstrate their business resumption capacity in the event of an emergency by providing a written description	<ul style="list-style-type: none"> - A description of the business resumption plan = 5 pts - The offeror having an IT system set up to prevent data loss = 5 pts - The offeror having maintenance contracts with suppliers = 5 pts <p><i>To a maximum of 15 points</i></p>	
TOTAL FOR R2		/30	



Solicitation No. 84084-19-0120 **Closing Date and Time:** Wednesday, April 29, 2020
 Translation Services (ENG-FREN) (FREN-ENG) 2: 00 PM MDT

R3	Quality of Translation Sample Submitted by Offeror Attached as Appendix 2 B is (1) sample of regulatory documents in French. The offeror should translate this French document into English and submit the translated document with its offer.	
R3.1	Quality of Translation of Text (Appendix 2 B) The translated document will be assessed for quality. Errors are defined in Appendix 1. Text 1 – Demande relative à un projet d'extension de de réseau	Offeror will receive a starting value of 50 points for the translated document. 1 point will be deducted from the starting value of 50 points for each instance of faults assessed the translated documents. If a translation of the sample document is not submitted with the offer, the translation will be scored 0 points. To a maximum of 50 points
TOTAL FOR R3 (Minimum of 45 points are required)		/50
OVERALL TOTAL OF PROPOSAL (Minimum of 80 points are required)		/100

* For the purposes hereby, technical translation is the translation of specialized texts pertaining to energy, regulations, technology, law, tolls and tariffs, etc.

3. Financial Evaluation (Step 3)

Offerors must fill out prices tables as per **ANNEX B BASIS OF PAYMENT** and provide price for SO period, price for option year 1 and price for option year 2 for the category of translation services the offeror is choosing to propose.

The evaluation will be made per category and Standing Offers will be issued per category based on combined Financial and Technical Score.



Appendix 2

Quality of Translation of Text

2.A Translation from English to French

List of texts:

Text 1

Next phase of website renewal underway

It's been over a month since we launched the new Canada Energy Regulator (CER) website and the Communications team is now focused on the next phase of the project - improving the site's structure so it's easier for people to use.

In addition to improving the experience for website visitors, it is also going to help us better deliver on our expected results. One of the goals of the Communications Program is to ensure that the public can quickly and easily find the information they want and need about the CER. Improving our website, our "window to the world", will help us do just that. In fact, we are now tracking and reporting on website page views as a performance indicator.

Right now we are working with Jumping Elephants, a web design firm with government experience, to conduct user research that will help inform how we want to set up the new site.

We would appreciate your help. Here's what we are looking for:

- Staff to participate in internal focus group sessions. If you are interested, email us.
- Additional external contacts. While we have tapped into many external groups recently, we are looking for additional people who would be willing to provide feedback. If you know of some individuals, and you have their consent for Jumping Elephants to contact them directly, email us.

Communications is also establishing a project working group with representation from every Business Unit. We'll be sending out invitations soon. We will provide staff with updates about the website renewal project as our work progresses.



Text 2

Submit an Application Through OneStop

Application Scope

An application can include up to three rights-of-way (ROWs) that are not in contact with each other. Each ROW may include multiple pipelines, and, together with all pipelines in the ROW, they must be a part of the same gathering system or transmission line.

Increased Efficiency

OneStop uses two review levels to process applications: **baseline (automated)** and **additional (manual)**. The baseline review ensures that the application is complete and meets minimum technical requirements. All applications go through this process.

Applications that are more complex will be routed for additional manual review.

Category/Type Labels

OneStop does not ask the applicant to specify the pipeline category/type labels.

Schedules

Applications submitted to OneStop do not include schedules 1, 3, 3.1, or 3.2 under *Directive 056: Energy Development Applications and Schedules*.

Data Collection

All applicants will be asked to submit the following information in OneStop:

- **Partial pressure** – OneStop collects partial pressure information at the licence level, rather than at the line level.
- **External protection** – Using OneStop, applicants will now indicate the type of coating on the external surface of a pipeline, instead of only having this information available, as required by *CSA Z662*, but not submitting it.
- **HDD/Bored** – OneStop now collects information on whether HDD/Bored methods will be used. This information will be used to indicate if a pipeline crosses a watercourse and where horizontal directional drilling or boring construction methods will be used.

Sour service – OneStop includes a data field allowing the applicant to indicate that the pipeline is for sweet service but that it will be designed and constructed to *CSA Z662* sour service standards. This will flag that there may be reduced application requirements for any subsequent amendment application to change the pipeline's service from sweet to sour.



2. B Translation from French English

Text 1 (French to English)

Demande relative à un projet d'extension de de réseau

Préambule :

(i) « *Quant au tronçon Saint-Mathieu, la croissance du PIB industriel devrait être de seulement 0,2 % par année puisque la sidérurgie compose la principale consommation industrielle en gaz naturel du tronçon et qu'il n'y a eu aucune croissance au cours des dernières années* ».

(ii) « *La croissance est principalement tributaire du secteur « Résidentiel et CII », alors que le secteur « Industriel » devrait connaître une lente décroissance* ».

Demande :

3.1 La Régie constate de la preuve qu'à la suite de la réalisation du projet, la capacité du réseau de la Montérégie sera de 273 000 m³/h soit 5,4 % supérieurs à la demande de 258 940 m³/h à l'horizon 2029 tel que présenté à la référence (iii). Selon l'estimation d'Énergir, la croissance de la demande sur ce réseau devrait être faible au cours des prochaines années. Advenant une augmentation de la demande supérieure à l'estimation d'Énergir, veuillez élaborer sur les investissements additionnels qui seraient alors requis sur le réseau de la Montérégie.

Réponse:

Dans un premier temps, Énergir tient à rassurer la Régie qu'il est fortement improbable que la courbe de projection de débit horaire de pointe dépasse la capacité maximale de 273 000 m³/h à l'horizon 2029. Cet écart prévu de 5,4 % correspond à 14 060 m³/h, soit l'équivalent d'environ 2,5 fois le débit de consommation d'une grande usine du secteur industriel qui a récemment annoncé qu'elle déménageait ses opérations sur la Rive-Sud de Montréal. Sans compter que ce type de projet prend plusieurs années avant de se concrétiser et qu'actuellement, il n'y a pas d'autres grands projets industriels à forte consommation de gaz naturel prévus sur le territoire couvert par le poste de livraison de Saint-Mathieu en Montérégie.

Néanmoins, advenant une augmentation de la demande projetée au-delà de la capacité maximale en Montérégie, des études approfondies seraient requises pour cibler les meilleurs projets d'amélioration sur le réseau et par le fait même évaluer les investissements additionnels requis en fonction des demandes additionnelles.