

**RETURN OFFERS TO :
RETOURNER LES OFFRES À :**

tenders-soumissions@acoa-apeca.gc.ca

REQUEST FOR STANDING OFFER DEMANDE D'OFFRES À COMMANDES

We hereby offer to sell to Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the supplies and services listed herein and on any attached sheets at the price or price(s) set out therefor.

Nous offrons par la présente de vendre au Canada aux conditions énoncées ou incluses par référence dans les présentes et aux annexes ci-jointes, les articles et les services énumérés dans les présentes et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Name, title of person authorized to sign (type or print) Nom et titre du signataire autorisé (caractère d'impression)	
Signature	Date
Offeror's Mailing Address – Adresse postale de l'Offrant	

Solicitation No. - N° de l'invitation		
P2400387		
Date of RFSO – Date du DOC		
2024-02-07		
Contract No. - N° de contrat		
Solicitation Closes / L'invitation prend fin		
At / à : 12 :00 pm AST / HNA		
On / le : 2024-02-23		
F.O.B. – F.A.B. Destination	Taxes See herein / Voir ci-inclus	Duty – Droits See herein / Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein / Voir ci-inclus		
Instructions See herein / Voir ci-inclus		
Delivery Required / Livraison exigée See herein / Voir ci-inclus	Delivery Offered / Livraison proposée	
Address inquiries to : Adresser toute demande de renseignements à : Josee Belliveau tenders-soumissions@acoa-apeca.gc.ca		
THIS DOCUMENT DOES NOT CONTAIN SECURITY REQUIREMENTS LE PRÉSENT DOCUMENT NE COMPORTE PAS D'EXIGENCES EN MATIERE DE SÉCURITÉ		

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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 Electronic Payment Instruments – Certification and any other annexes.

1.2 Summary

To fulfill its mandate and in accordance with the *Official Languages Act*, the Atlantic Canada Opportunities Agency (ACOA) requires translation services from English to French for documents of various lengths and complexity, as well as editing services for French documents of various lengths and complexity. This Work is accomplished following Agency and government standards for editorial style and grammar.

This RFSO will enable the Agency to engage the services of contractors who offer these translations and editing services when such services are required, and who demonstrate that they provide these services through a fully operational, permanent, commercial office in Canada.

It is ACOA's intention to issue up to two (2) standing offers for translation services (English to French) and editing services for French documents.

1.3 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](#) (2023-06-08) 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

Insert: 90 days

2.2 Submission of Offers

Offers submitted by facsimile or regular mail will not be accepted.

2.3 Former Public Servant

See following page.

Former Public Servant Certification

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 FPSs, bidders/offerors/suppliers must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder/ Offeror/Supplier 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 bid non-responsive.

Definitions

For the purposes of this document:

"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;
- 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.

Section 1 - Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder/Offeror/Supplier a FPS in receipt of a pension?

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, as applicable, for all FPS in receipt of a pension, and proceed to Sections 2 and 3:

Name of Former Public Servant:	Date of Termination of Employment or Retirement From The Public Service:
---------------------------------------	---

By providing this information, Bidders/Offerors/Suppliers agree that the successful Bidder's/Offeror's/Supplier'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: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Section 2 - Work Force Reduction Programs

Is the Bidder/Offeror/Supplier a FPS who received a lump sum payment pursuant to the terms of a work force reduction program?

Yes No

If not, please proceed to Section 3.

If so, the Bidder/Offeror/Supplier must provide the following information, and proceed to Sections 3:

Name of Former Public Servant:		
Conditions of the Lump Sum Payment Incentive:		
Date of Termination of Employment:	Amount of Lump Sum Payment:	Rate of Pay on which Lump Sum Payment is Based:
		\$ /Week
Period of Lump Sum Payment:		
Start Date:	Completion Date:	Weeks:
Other Contracts Subject to the Restrictions of a Work Force Reduction Program:		
Contract Number:	Contract Amount (Professional Fees):	
	\$	
	\$	
	\$	
Total:		\$

Section 3 – Certification

This is to certify that the information entered in previous sections is complete and accurate.

Entity Name:	
Signature	Date

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 5 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 New-Brunswick.

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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Offer Preparation Instructions

The Offeror must submit its offer electronically, Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions.

Canada requests that the offer be gathered per section and separated as follows:

- Section I: Technical Offer (1 soft PDF copy by e-mail)
- Section II: Financial Offer (1 soft PDF copy by e-mail)
- Section III: Certifications (1 soft PDF copy by e-mail)

Offers transmitted by facsimile will not be accepted.

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

In order to assist Canada in meeting the objectives of the [Policy on Green Procurement](#), when feasible Offerors should prepare and submit their offer as follows:

- 1) Include all environmental certification(s) relevant to your organization (such as ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.).
- 2) Include all third party environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (such as Canadian Standards Association [Canadian Standards Association](#) (CSA Group), [Underwriters Laboratories](#) (ULSolutions); [Forest Stewardship Council](#) (FSC), ENERGYSTAR, etc.).

Canada is committed to achieving [net zero greenhouse gas \(GHG\) emissions by 2050](#) in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitations may include the following:

- there may be evaluation criteria or other instructions in the solicitation or contract documents related to measuring and disclosing your company's GHG emissions;
- you may be requested or required to join one of the following initiatives to submit a bid, offer or arrangement or if you are awarded the contract:
 - Canada's Net-Zero Challenge;
 - the United Nations Race to Zero;
 - the Science-based Targets Initiative;
 - the Carbon Disclosure Project;
 - the International Organization for Standardization;
- you may be required to provide other evidence of your company's commitment and actions toward meeting net zero targets by 2050.

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.

Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Annex B, Basis of Payment.

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

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 offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex D Evaluation Criteria

4.1.1.2 Point Rated Technical Criteria

Refer to Annex D Evaluation Criteria

4.1.2 Financial Evaluation

4.1.2.1 Evaluation of Price

SACC Manual Clause [M0220T](#) (2016-01-28), Evaluation of Price - Offer

4.2 Basis of Selection

4.2.1 Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, an offer must:
 - a. comply with all the requirements of the Request for Standing Offer; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 50 points overall for the technical evaluation criteria which are subject to point rating.
The rating is performed on a scale of 90 points.
2. Offers not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 80% for the technical merit and 20% for the price.
4. To establish the technical merit score, the overall technical score for each responsive offer will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 80%.
5. To establish the pricing score, each responsive offer will be prorated against the lowest evaluated price and the ratio of 20%.
6. For each responsive offer, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive offer obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive offers with the

highest and second 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 offers are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equal 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)			
	Offer A	Offer B	Offer C
Overall Technical Score	115/135	89/135	92/135
Offer Evaluated Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$
Combined Rating	83.84	75.56	80.89
Overall Rating	1st	3rd	2nd

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 Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.2 Status and Availability of Resources

SACC Manual clause [M3020T](#) (2016-01-28), Status and Availability of Resources

5.2.3.3 Education and Experience

SACC Manual clause [M3021T](#) (2012-07-16) Education and Experience

PART 6 - SECURITY

6.1 Security Requirements

There is no security requirement applicable to the Standing Offer.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

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](#) (2022-12-01) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

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 C – STANDING OFFER USAGE REPORT**. 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 Project 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 Project 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 April 1, 2024 to March 31, 2026.

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 two (2) additional one (1) year periods, 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 fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Josee Belliveau
Title: Senior Procurement Officer
Directorate: Atlantic Canada Opportunities Agency (ACOA)
E-mail: contracting-marches@acoa-apeca.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, the Standing Offer Authority 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:

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

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

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

7.5.3 Offeror's Representative

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is the Atlantic Canada Opportunities Agency.

7.8 Call-up Procedures

Call-ups will be issued on a proportional basis. The highest ranked offeror will receive 60% of the predetermined portion of the work and the second highest ranked offeror will receive 40% of the predetermined portion of the work.

7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraph 2 below.

1. 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.
2. An electronic call-up document or equivalent form, which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer will be limited as follows (Applicable Taxes included):

Rankings	Distribution of Total Value	Total Value of each Standing Offer per Standing Offer Period *	Individual Call Up limit *
SO 1	60%	\$ _____	\$ _____
SO 2	40%	\$ _____	\$ _____

**Amounts will be inserted at Standing Offer award*

7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of \$ _____ (*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 3 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](#) (2022-12-01), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- e) Annex A, Statement of Work;
- f) Annex B, Basis of Payment;
- g) 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 Status of Availability of Resources

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 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 New Brunswick. Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

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](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

7.3 Term of Contract

7.3.1 Period of the Contract

The Work is to be performed during the period identified in the individual Call-Ups.

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: 2019-01](#) of the Treasury Board Secretariat of Canada.

7.5 Payment

7.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, *as specified in the individual Call-Up*. Customs duties are excluded 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.

7.5.2 Terms of Payment – Single Payment

SACC Manual Clause [H1000C](#) (2008-05-12), Single payment

7.6 Invoicing Instructions

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.

Invoices must be distributed to the Project Authority.

7.7 Insurance

SACC Manual clause [G1005C](#) (2016-01-28) Insurance – No Specific Requirement

7.8 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX A - STATEMENT OF WORK

Translation Services (English to French) and Editing Services for French Documents

1.0 Background:

To fulfill its mandate and in accordance with the *Official Languages Act*, the Atlantic Canada Opportunities Agency (ACOA) requires translation services from English to French for documents of various lengths and complexity, as well as editing services for French documents of various lengths and complexity. This Work is accomplished following Agency and government standards for editorial style and grammar.

2.0 Purpose:

This RFSO will enable the Agency to engage the services of contractors who offer these translation and editing services when such services are required, and who demonstrate that they provide these services through a fully-operational, permanent, commercial office in Canada.

3.0 Specific Requirement:

3.1 Translation or Editing Requests:

- 3.1.1 All requests for translation or editing will be issued via a call-up against the standing offer authorized by the Project Authority. A request for translation or editing from the Project Authority will provide the following information:
 - a. Organization name (ACOA)
 - b. Standing offer number
 - c. Type of service (Translate or Edit)
 - d. Source language (English)
 - e. Target language (French)
 - f. Urgent (Yes or No)
 - g. Security classification (unclassified)
 - h. Sensitive (No)
 - i. Specialized (No)
 - j. Internal reference number
 - k. Request number
 - l. Total word count
 - m. Due date
 - n. Estimated price (without tax)
 - o. Requestor's name
 - p. Requestor's email address
 - q. Requestor's telephone number
 - r. Requestor's responsibility centre number
 - s. Reference document(s) provided (Yes or No)
 - t. Special instructions or comments
- 3.1.2 The Contractor must 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 Contractor's own expense, and ACOA will not be responsible for the payment of such expenses.

3.2 Style of Translation and Linguistic Quality:

- 3.2.1 The style used to translate or edit will mostly be administrative in nature. The style required depends on the subject matter and the target audience. The Contractor must work with ACOA's Translation Coordinator (to be determined at contract award) to ensure consistency and standardization in the use of terminology. The Contractor must follow the

rules set out in the Government of Canada's "*Clés de redaction*", as well as the ACOA usage and conventions.

- 3.2.2 The Contractor must use the terminology in the ACOA Glossary (to be provided at contract award) as well as the terminology in any reference documents transmitted to ensure consistency and standardization.

3.3 Software used by ACOA

- 3.3.1 All translation or editing must be done in the same layout and format as the source document. At the time of issuing the requirement for translation or editing services, ACOA is using the Microsoft 365 suite of products, including Word, Excel and PowerPoint. ACOA also uses PDF documents with Adobe Acrobat PDF and Foxit Phantom PDF.
- 3.3.2 The Contractor must accept documents in the above-noted electronic formats for translation or editing and must return translated or edited documents in these formats unless otherwise directed by the Project Authority.
- 3.3.3 The Contractor must have access to software that allows it to consult databases such as TERMIUM Plus as well as other relevant sources of information.
- 3.3.4 The Contractor is responsible for having the necessary software available to perform the work. ACOA will not supply software to the Contractor to perform the work.

3.4 Quality Assurance

- 3.4.1 The Contractor must perform quality assurance checks for all documents translated or edited before delivery. The key steps to be followed, as a minimum, are:
- a. Compare the target document with the source document;
 - b. Verify the terminology against the reference documents provided by ACOA;
 - c. Ensure that the layout and formatting are consistent with the source document, using the wordmark and/or logos appropriate for the language of the target 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.
- 3.4.2 Translations must not contain any major mistakes (such as opposite meaning, incorrect meaning, gibberish, omissions, Anglicisms) and no more than six (6) minor mistakes (such as typographical errors, punctuation errors, layout errors) per 800 words of text. The work will be evaluated periodically by ACOA.
- 3.4.3 The work performed will be subject to evaluation by ACOA to ensure compliance with the requirements herein, as well as with the regulations and policies in place.
- 3.4.4 Unsatisfactory translations or edited material containing one (1) or more major mistakes and/or more than six (6) minor mistakes per 800 words of text will be subject to one or more of the following penalties at the sole discretion of ACOA:
- a. The work will be returned by ACOA to be redone by the Contractor at no additional cost to ACOA. The work to be redone will be performed within the timeframe given by ACOA, regardless if it requires completing the work during evening, weekend and/or statutory holidays to meet the deadline;
 - b. The work may be redone by another Contractor or by ACOA. In this case, the Contractor will be informed that the translation or edited material 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 contract may be terminated by ACOA if ACOA determines that the number of mistakes is excessive.

3.5 Word Count

- 3.5.1 A word is defined as a continuous and finished series of letters. Numbers and figures appearing in the text are counted as words. Word counting features of word processing software will be used to determine the number of words in a document.
- 3.5.2 The word count of all documents to be translated or edited will be stated by ACOA and only this word count will be used for payment.
- 3.5.3 If the Contractor disagrees with the number of words, ACOA will do a recount in an attempt to reach an agreement with the Contractor. The Contractor must indicate to ACOA any disagreements with the word count. The final decision on word count will be made by ACOA at its sole discretion.

3.6 Reception, Transmission, and Management of Documents

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

3.7 Work Location and Services

- 3.7.1 All technical and support services (clerical/administrative, etc.), supplies and equipment necessary to accomplish tasks must be provided by the Contractor at its own costs.
- 3.7.2 As the work is conducted off-site, the resources must be fully contactable during regular working hours (8:00 a.m. – 5:00 p.m. Atlantic Time). The Contractor must provide an emergency contact number/email address in the case that ACOA cannot reach the Contractor's resources.
- 3.7.3 The work must be delivered to the email used by ACOA for the purposes of translation or editing-related activities.

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

3.8 Response Times

- 3.8.1. The Contractor must be available to provide services on an "as-and-when requested" basis and to respond with deadlines as short as two-hours.
- 3.8.2. The Contractor must have procedures in place for responding to routine as well as urgent translation or editing requests. For the purpose of this Contract, "routine" requests are expected to be processed at a rate of 1,500 words per day, and "urgent" requests are processed at a faster rate as negotiated with the service provider.
- 3.8.3. The Contractor must be able to respond to requests received during standard business hours of 8:00 A.M. to 5:00 P.M. Atlantic Time from Monday to Friday.
- 3.8.4. The ACOA Translation Coordinator will determine whether requests for translation or editing are urgent.

ANNEX B - BASIS OF PAYMENT

1. Applicable taxes are to be excluded from the prices quoted.
2. Applicable taxes will be added as a separate item on the invoice.

All-inclusive 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.

**ACOA 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*

Period 1 – Initial Period from April 1, 2024 to March 31, 2026

Category	Price
Translation Services – Regular (English to French)	\$ ____/word
Translation Services – Urgent (English to French)	\$ ____/word
Editing Services – Regular (French)	\$ ____/hour
Editing Services – Urgent (French)	\$ ____/hour
Total (up to a maximum):	
Applicable Taxes – HST (15%):	
Total Value for initial period (up to a maximum):	

Period 2 – Option Year 1 from April 1, 2026 to March 31, 2027

Category	Price
Translation Services – Regular (English to French)	\$ ____/word
Translation Services – Urgent (English to French)	\$ ____/word
Editing Services – Regular (French)	\$ ____/hour
Editing Services – Urgent (French)	\$ ____/hour
Total (up to a maximum):	
Applicable Taxes – HST (15%):	
Total Value for Option Year 1 (up to a maximum):	

Period 3 – Option Year 2 from April 1, 2027 to March 31, 2028

Category	Price
Translation Services – Regular (English to French)	\$ ____/word
Translation Services – Urgent (English to French)	\$ ____/word
Editing Services – Regular (French)	\$ ____/hour
Editing Services – Urgent (French)	\$ ____/hour
Total (up to a maximum):	
Applicable Taxes – HST (15%):	
Total Value for Option Year 2 (up to a maximum):	

ANNEX C – STANDING OFFER USAGE REPORT

Return to:

Caroline Goguen
caroline.goguen@canada.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: _____

DEPARTMENT OR AGENCY: Atlantic Canada Opportunities Agency (ACOA)

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 (HST 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 D – EVALUATION CRITERIA

The offer must meet the mandatory technical criteria specified below.

The offeror must provide the necessary documentation to support compliance with these requirements and indicate in the table below on which page of the proposal to find the information for each criterion. Each mandatory technical criterion should be addressed separately.

Offers that fail to meet the mandatory technical criteria will be declared non-successful.

	Mandatory Criteria	Meets (Y or N)	Page No.	Comments
M1	<p>The Offeror must demonstrate a minimum of five (5) years of experience in translation from English to French within the last ten (10) years.</p> <p>The experience descriptions must include all of the following:</p> <ul style="list-style-type: none"> • Name of client organization of each projects; • The word count; • The period of time over which the translation work was provided, in the following format from (month/year) to (month/year). 			
M2	<p>The Offeror must provide the Proposed Resources' resume.</p> <p>A CV must be submitted for each Proposed Resource who will be working on this project clearly indicating the number of years of experience translating from English to French with little or no supervision.</p> <p>The CV must include:</p> <ul style="list-style-type: none"> • Educational background and certifications; • Brief descriptions (500 words or less) of relevant experience of the Proposed Resource has worked on in the last 10 years; 			
M3	<p>The Proposed Resources must have a bachelor's degree in translation from a recognized post-secondary institution.</p> <p>Please provide a scanned copy of the degree.</p> <p>(The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following Internet link: http://www.cicic.ca/2/home.canada)</p>			

M4	<p>The Proposed Resources must be certified members in good standing of a recognized Canadian translation association or corporation.</p> <p>Please provide a copy of certificate to show that the proposed resources are certified members of a recognized Canadian translation association or corporation.</p>			
M5	<p>The Proposed Resource(s) must have a minimum of three (3) years experience working with the Microsoft Office Suite.</p>			
M6	<p>The Offeror must indicate that they will be able to respect deadlines and will be available to work on short notice, such as within 24 hours for a regular request and within 2 hours for an urgent request.</p>			

Point Rated Criteria on following page.

Point Rated Technical Criteria

Offers which meet all the mandatory technical criterion (identified in the previous section) will then be evaluated and scored by ACOA as specified in the table below.

Offers which fail to obtain the total required minimum number of points specified will be declared non-successful.

	Rated Criteria	Points Rating	Page No.	Comments
R1	<p>The Offeror must provide information for two clients for whom English to French translation services have been provided in the last three years and who will be contacted to confirm their satisfaction with the editing and translation services previously provided, including reliability, availability and responsiveness.</p> <p>In corroborating the information regarding the translation projects proposed by the Offeror, Canada will use the reference validation form below.</p> <p>The Offeror must provide, at a minimum, the following information for each translation project:</p> <ol style="list-style-type: none"> 1. The word count 2. The period of time over which the translation work was provided, in the following format: from (month/year) to (month/year). 3. The name of the client (company or organization) for which the translation services were performed, and the name and current telephone number and/or email address of the client's representative who would be able to confirm the information provided by the Offeror. <p>If this second representative cannot be reached by the standing offer Authority or refuses to confirm the information in the offer, the information provided will not be considered.</p> <p>Max. 40 pts. (20 pts. for each reference)</p>	<p>Points will be awarded as indicated in the reference confirmation form below.</p>		

R2	<p>The Offeror must demonstrate that each proposed resource has a minimum of five (5) years of experience in the last ten (10) years in translating from English to French with little or no supervision.</p> <p>The experience descriptions must include all of the following:</p> <ul style="list-style-type: none"> • Name of client organization of each projects; • The word count; • The period of time over which the translation work was provided, in the following format from (month/year) to (month/year). <p>Max. 20 pts.</p>	<p>Less than 5 years = 0 pts Between 5-6 years = 15 pts Between 6-7 years = 16 pts Between 7-8 years =17 pts Between 8-9 years = 18 pts Between 9-10 years = 19 pts More than 10 years = 20 pts</p>		
R3	<p>The Offeror must demonstrate the ability to translate English to French documents by translating a document preselected by ACOA averaging 500 words.</p> <p>The translated document will be assessed for quality. Errors are defined in Appendix 1 as well as the points allocation. Please refer to Appendix 2 for the text to translate.</p> <p>Allocated points depend on the number of major mistakes and minor mistakes.</p> <p>Max. 20 pts. – Minimum 10 pts.</p>	<p>Offerors will receive a starting value of 20 points for the translated document.</p> <p>Points will be deducted from the starting value of 20 points for each instance of faults assessed in the translated document.</p> <p>If the requested translation of a sample document is not submitted with the offer, a score of 0 points will be awarded for the criteria.</p>		
R4	<p>The Offeror must have a fully-operational, permanent, commercial head office in Atlantic Canada.</p> <p>Max. 10 pts.</p>	<p>Yes: 10pts. No: 0 pts.</p>		
	<p>Total Points</p>	<p>90 points maximum / 50 points minimum</p>		

APPENDIX 1 – POINT VALUE

Evaluated criteria: Ability to translate from English to French

Offeror	Minor Mistakes	Medium Mistakes	Major Mistakes	Points lost	Points accumulated
					/20
					/20

Scoring guide:

Examples of major mistakes (-5 points)	Examples of medium mistakes (-2 points)	Examples of minor mistakes (-1 point)
Opposite meaning	Literal translation	Spelling
Incorrect meaning	Style error	Punctuation
Omission	Non-idiomatic segment	Grammar
Anglicism	Improper connotation	Terminology
	Syntax error	Agreement
	Rule	

From 0 to 9 points – inferior (did not demonstrate or poorly demonstrated the ability to translate)

From 10 to 15 points – sufficient (demonstrated the ability to translate **good documents**)

From 16 to 20 points – superior (demonstrated the ability to translate **high quality documents**)

Note: To meet the criteria, the Offeror must accumulate a minimum of 10 points.

All Offerors start with 20 points. Each error subtracts the number of points associated with the type of error. For example, a Offeror that makes one major mistake worth -5 points and one minor mistake worth -1 point will have a score of 14 points.

Examples of major mistakes (-5 points)	Definition
Opposite meaning	Translation error where a word or statement in the source text is interpreted in a way which leads to the opposite message
Incorrect meaning	Translation error where the meaning of a word or statement in the source text is misinterpreted
Omission	Translation error where a necessary element of information from the source text is missing
Anglicism	Use of a word, expression or spelling from the English language (for e.g. calque)
Examples of medium mistakes (-2 points)	
Literal translation	Use of an English construction
Style error	Inappropriate or incorrect style
Non-idiomatic segment	Structure error
Improper connotation	Semantic error that consists of attributing an imprecise meaning to a word, or one that is contrary to usage
Syntax error	Language error that results in an incorrect order of words or construction
Rule	Non-compliance with the current language rules
Examples of minor mistakes (-1 point)	
Spelling	Misspelled word
Punctuation	Punctuation error
Grammar	Wrong formation of sentence, phrase or word
Terminology	Use of wrong terminology
Agreement	Use of the wrong number, gender, case or person

APPENDIX 2 – TEXT TO BE TRANSLATED

Translate text from English to French

ACOA's efforts in all four of the region's provinces support the development of a competitive economy that generates long-term benefits for all Atlantic Canadians. This can be seen in economic growth through productivity improvements and enhanced standards of living across the region.

In the area of public infrastructure, the federal government provides support through many programs. In Atlantic Canada, ACOA continues to work with other federal departments and other levels of government to ensure that these and future programs are effectively designed and delivered, so that they respond to needs and capitalize on opportunities that exist in the region.

Although Atlantic Canada is still significantly rural by population measures – it has the most rural population in Canada (46% vs 19%) –, many areas benefit from the influence of urban economies. There are opportunities for further interaction between smaller communities and larger urban centres in Atlantic Canada, including attraction and retention of immigrants, business attraction and promotion, public transportation to and from smaller towns, and implementation of joint tourism and regional marketing initiatives. Through its community development programming, ACOA is a key player in working with community stakeholders and provincial governments to develop economic opportunities at a local level in Atlantic Canada, emphasizing the needs of the region's rural areas.

Many rural communities are far from urban economies, where economic growth is diversifying and increasingly knowledge-based. Resource-based industries will continue to be important for regional development, but need to be repositioned so they can remain globally competitive and can deliver more value-added production, better jobs, higher value exports, and more resilient rural communities. Current initiatives in Atlantic Canada's resource-based industries focus on ensuring a more competitive forest products industry, more diverse uses of agricultural products, a more sustainable fishery with emphasis on aquaculture and marketing, and further advances in mining and energy technologies.

As a whole, Atlantic Canada was gaining ground in 2019. Its economy was becoming more dynamic and innovative. Traditional sectors were adapting, diversifying and growing. Incomes were increasing due to more high value jobs and the GDP growth per capita was on the rise, surpassing the national rate in 2019 (2.5% for Atlantic Canada vs 1.7% for Canada). The region's exceptional performance is attributed to increases in immigration, efforts to support greater automation, and a greater propensity to innovate, more than the national increase (+23% points from 2012 to 2017 compared to +16% points in Canada).

The pandemic has put the brakes on the region's momentum and exacerbated pre-existing conditions. Impacts are uneven between all four Atlantic provinces, with greatest economic impacts on Newfoundland and Labrador. Recovery is expected to be uneven across sectors, provinces, communities and people.

Coming into the recovery phase of the pandemic, the region faces a number of challenges, but there is an opportunity to build back stronger and more resilient. ACOA can help Atlantic Canada to contribute to Canada's economic recovery and long-term prosperity.

Atlantic Canada can be a strong player in the recovery through transformational investments to increase productivity and bolster key opportunities.