



Ottawa, Friday, November 29, 2002

File No. PR-2002-020

IN THE MATTER OF a complaint filed by InBusiness Systems Inc. under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C. 1985 (4th Supp.), c. 47;

AND FURTHER TO a decision to conduct an inquiry into the complaint under subsection 30.13(1) of the *Canadian International Trade Tribunal Act*.

DETERMINATION OF THE TRIBUNAL

Pursuant to subsection 30.14(2) of the *Canadian International Trade Tribunal Act*, the Canadian International Trade Tribunal (the Tribunal) determines that the complaint is valid in part.

Pursuant to subsections 30.15(2) and (3) of the *Canadian International Trade Tribunal Act*, the Tribunal recommends, as a remedy, that InBusiness Systems Inc. be awarded one third of the profit that it would have earned if it had submitted a bid to perform the work at a price of one dollar lower than the estimated cost of the proposed contract. The Tribunal also recommends that Public Works and Government Services reimburse InBusiness for any costs associated with its challenge of the Advance Contract Award Notice. Using this as the basis, the Tribunal recommends that the parties develop a joint proposal for compensation that recognizes: (a) the seriousness of the deficiency of the procurement process; and (b) the prejudice caused to the integrity and efficiency of the competitive procurement system. Should the parties be unable to agree on the amount of compensation, the parties shall report back to the Tribunal separately within the same 30 days, following which the Tribunal will issue its recommendations in this respect.

Finally, pursuant to subsection 30.16(1) of the *Canadian International Trade Tribunal Act*, the Tribunal awards InBusiness Systems Inc. its reasonable costs incurred in preparing and proceeding with the complaint.

Richard Lafontaine
Richard Lafontaine
Presiding Member

Michel P. Granger
Michel P. Granger
Secretary

Date of Determination and Reasons: November 29, 2002

Tribunal Member: Richard Lafontaine, Presiding Member

Investigation Manager: Daniel Chamaillard

Counsel for the Tribunal: Marie-France Dagenais

Complainant: InBusiness Systems Inc.

Counsel for the Complainant: Vincent DeRose

Intervener: Core Software Corp.

Counsel for the Intervener: William J. Smith

Government Institution: Department of Public Works and Government Services

Counsel for the Government Institution: David M. Attwater



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IN THE MATTER OF a complaint filed by InBusiness Systems Inc. under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C. 1985 (4th Supp.), c. 47;

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STATEMENT OF REASONS

COMPLAINT

On August 13, 2002, InBusiness Systems Inc. (InBusiness) filed a complaint with the Canadian International Trade Tribunal (the Tribunal) under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*.¹ The complaint concerns the procurement (Solicitation No. 21120-017897/A) by the Department of Public Works and Government Services (PWGSC) on behalf of Correctional Service of Canada (CSC) of informatics professional services for the full-scale migration of CSC's Offender Management System (OMS) application to a Web-based environment.

InBusiness alleged that PWGSC and CSC improperly conducted a procurement to be awarded to Core Software Corp. (Core) on a limited tendering basis. InBusiness also alleged that the technical specifications for the procurement were biased in favour of Core's software and that PWGSC and CSC showed preferential treatment to Core.

InBusiness requested, as a remedy, that the Tribunal recommend that PWGSC tender the contract using the competitive bidding process and recommend that PWGSC provide sufficient information to all bidders, enabling them to provide a responsive bid. In the alternative, InBusiness requested compensation for lost profit opportunity, in addition to the costs of preparing and proceeding with the complaint.

On August 19, 2002, the Tribunal informed the parties that the complaint had been accepted for inquiry, as it met the requirements of subsection 30.11(2) of the CITT Act and the conditions set out in subsection 7(1) of the *Canadian International Trade Tribunal Procurement Inquiry Regulations*.²

On August 22, 2002, PWGSC confirmed that a contract, in the amount of \$5,271,275.18, had been awarded to Core.

On September 4, 2002, Core requested intervener status, which was granted by the Tribunal on September 6, 2002. On September 16, 2002, the Tribunal received the Government Institution Report (GIR). On September 25, 2002, the Tribunal granted an extension to InBusiness for filing its comments on the GIR. On October 4, 2002, InBusiness and Core filed their respective comments on the GIR. On October 16, 2002, PWGSC requested permission to cross-examine an individual who submitted an affidavit in support of the comments provided by InBusiness. The Tribunal granted PWGSC permission to file

1. R.S.C. 1985 (4th Supp.), c. 47 [hereinafter CITT Act].
2. S.O.R./93-602 [hereinafter Regulations].

submissions in response to the affidavit and to comments made by InBusiness. On November 1, 2002, PWGSC filed its submissions on the affidavit and InBusiness's comments. On November 6, 2002, InBusiness filed its comments on PWGSC's submissions.

Given that there was sufficient information on the record to determine the validity of the complaint, the Tribunal decided that a hearing was not required and disposed of the complaint on the basis of the information on the record.

PROCUREMENT PROCESS

On April 19, 2002, an Advance Contract Award Notice (ACAN) announcing the procurement of informatics professional services for the full-scale migration of CSC's OMS application to a Web-based environment was published by PWGSC on MERX. Suppliers that considered themselves fully qualified and available to provide the goods and services, as described in the ACAN, were required to submit a statement of capabilities before May 3, 2002.

The ACAN provides, in part, the following criteria in regard to the procurement:

DEFINITION OF THE REQUIREMENT:

[CSC] requires Informatics Professional Services for Powerhouse migration for the entire Offender Management System Renewal (OMSR) application to a web based environment . . . The conversion is to be achieved by performing the automated design recovery of the existing Powerhouse application . . . using the Core Chameleon Migration Software (CCMS) automated generators.

TRADE AGREEMENTS:

This procurement is subject to the [AGP], [NAFTA] and the [AIT] where limited tendering procedures are applicable because "where, for works of art, or for reasons connected with the protection of patents, copyrights or other exclusive rights, or proprietary information or where there is an absence of competition for technical reasons, the goods or services can be supplied only by a particular supplier".

NAME AND LOCATION OF PROPOSED CONTRACTOR:

Core Software Corporation
1668 Woodward Drive
Ottawa, Ontario

LIMITED TENDERING REASON:

[CSC's] requirement is to secure the capability and expertise of a company that has the tools and associated services to perform Powerhouse design recovery and full-scale migration of the [OMS] currently maintained by CSC. Core Chameleon Migration Software (CCMS) is the only automated conversion tool set specifically designed to support a Powerhouse 4GL and Interbase RDBMS to Visual Basic (COM+, ASP) and [Oracle] RDBMS migration; CSC's target environment. CCMS is proprietary to Core Software Corporation. Based on the CCMS being solely engineered to migrate Powerhouse based applications, the following items represent a subset of the features that make Core Software, with its CCMS toolset uniquely qualified to undertake the OMS migration project;

Ability to parse existing legacy Powerhouse source code into . . . a structured CCMS Repository while capturing and preserving 100% of all business logic and business rules.

Automated conversion of a Powerhouse character based application to a web based user interface (COM+, ASP, Active Reports, PL/SQL);

Conversion of OMS forms to Active Reports producing Adobe Acrobat Output.

Automated migration of Interbase RDBMS to Oracle RDBMS including PL/SQL packages and procedures.

Automated Forward Engineering of all parsed business logic and business rules to COM+, ASP while capitalizing on the ability to dynamically enhance the navigation and user interface.

Re-documentation toolset providing the ability to generate system documentation for every Powerhouse module loaded into the Chameleon Repository.

Impact Analysis toolset supporting features that enable CSC to assess the impact of changes and enhancements (supporting both the legacy and newly migrated OMS application).

The National Parole Board currently operates as a module within the existing OMS application and technical infrastructure and is well underway in migrating its Powerhouse 4GL and Interbase RDBMS components with [CCMS]. Thus, for compatibility and consistency of results, as well as continuity [CCMS] must be used for this requirement.

On May 2, 2002, InBusiness sent a communication to PWGSC formally challenging the procurement method. In its response to InBusiness's challenge, on May 21, 2002, PWGSC provided a detailed breakdown of CSC's requirements, listing 28 criteria and explaining that CSC required an automated tool capable of performing automated design recovery of the existing Powerhouse application, while retaining all business rules developed in the OMS.

On May 23, 2002, InBusiness responded to PWGSC and indicated, in part, that "we believe that the use of an automated tool should not be an absolute requirement." InBusiness also included its statement of capabilities. According to PWGSC, InBusiness made it clear that it was not capable of performing an automated migration of the OMS.

On August 1, 2002, PWGSC dismissed InBusiness's objection and its statement of capabilities.

On August 13, 2002, InBusiness filed its complaint with the Tribunal.

POSITIONS OF PARTIES

PWGSC's Position

According to PWGSC, only Core can provide the necessary services, using an existing and proven software tool, to effect an automated migration of the OMS. PWGSC submitted that the trade agreements allow for the use of limited tendering procedures in circumstances where only one supplier is capable of meeting the requirements of the procurement. PWGSC submitted that a number of past court and Tribunal decisions support this notion.

PWGSC also submitted that InBusiness is not capable of performing an automated migration of the OMS. According to PWGSC, while InBusiness alleged that it was capable of performing a manual migration of the OMS, at no time had it suggested that it was capable of performing an automated migration of the OMS. PWGSC submitted that this allegation is like a cart manufacturer claiming that the need for a motorized vehicle is a biased specification.

PWGSC submitted that automated migration is a performance criterion fully consistent with NAFTA and the AGP. It also submitted that specifications defined by design or description are not inherently discriminatory as they are to be defined in terms of performance criteria only where appropriate.

PWGSC further submitted that the AIT prohibits biased technical specifications only to the extent that they result in discrimination based on a Province or region of Canada. PWGSC also submitted that a

breach of the AIT in respect of the biasing of technical specifications occurred only if a procurement employs technical specifications for the purpose of avoiding the obligations of Chapter Five of the AIT.

PWGSC submitted that InBusiness is not a potential supplier of the services being procured. Subsection 30.11 of the CITT Act provides that only potential suppliers may file a complaint with the Tribunal. PWGSC submitted that InBusiness's complaint should be dismissed, as was the complaint filed by *Foundry Networks*.³

With respect to the allegation that no statement of work was provided to InBusiness, PWGSC submitted that the requirement clearly specified that CSC required a service supplier capable of automated design recovery of the OMS. According to PWGSC, providing InBusiness with a copy of the statement of work, when it became available some time later, could not change the fact that InBusiness was not capable of performing the required services.

With respect to the alleged conflict of interest because a founding owner of Core is a former employee of CSC, PWGSC expressly denies this allegation. According to PWGSC, the founding owner of Core left CSC in 1995, and there is no link between his former duties and the OMS Renewal project.

Core's Position

Core supported and affirmed PWGSC's response to the complaint. Core maintained that, given the specific objectives of CSC's migration project, the use of an automated system is a necessary functional requirement and not an unwarranted restriction in the contract specification. Core submitted that using an automated migration tool is not merely a means to achieve the same end as a manual effort but an entirely different process.

Core submitted that the primary difference is that Core's automated process applies a uniform logic and standard set of rules and programming conventions to replicate the functionality of the legacy system. According to Core, a team of programmers could not duplicate this as effectively and as consistently, simply because the team members would have different levels of expertise and would apply their individual interpretation of the application functionality. Core submitted that the automated approach would inevitably achieve better replication on a consistent basis.

Core also submitted that, prior to the ACAN, CSC undertook an extensive due diligence exercise to determine its requirements. This exercise involved extensive review, discussion and evaluation with potential suppliers, including Core. At the end of this process, CSC rejected the manual process as inappropriate and specified an automated system for its migration project. Core submitted that the decision was neither rash nor ill informed and that InBusiness suffered no procedural prejudice as a consequence.

Core submitted that InBusiness's allegation at paragraph 4.D.c) of its complaint, alleging that a conflict of interest arose by virtue of the fact that "one of the founding owners of Core Software left the employ of CSC several years ago to start up Core Software" and that, as a result, "[through] this relationship with individuals at Core Software, CSC is providing preferential treatment to Core", is untrue and defamatory toward the individual in question.

3. *Re Complaint Filed by Foundry Networks* (30 August 2001), PR-2001-008 (CITT) [hereinafter *Foundry Networks*].

InBusiness's Position

InBusiness submitted that the solicitation was conducted in violation of the terms of NAFTA, the AGP and the AIT, where PWGSC improperly used limited tendering procedures in circumstances where there exists more than one technical solution capable of successfully completing the OMS migration.

InBusiness claimed that PWGSC has relied upon Article 1016(2)(b) of NAFTA, Article XV(1)(b) of the AGP and Article 506(12)(b) of the AIT to justify the use of limited tendering procedures. InBusiness submitted that these articles permit limited tendering procedures, but only when there is an absence of competition for technical reasons and there exists no reasonable alternative or substitute solution. InBusiness argued that open competition is the norm under the applicable trade agreements and that limited tendering procedures are the exception. When the Government issues a sole-source contract, InBusiness submitted, it bears the onus of demonstrating that the circumstances and conditions set out in the trade agreements exist. Therefore, InBusiness submitted, PWGSC had the onus of establishing that a reasonable alternative to automated migration did not exist. According to InBusiness, PWGSC failed to demonstrate, or even attempt to demonstrate, that automated migration is the only solution capable of successfully completing the OMS migration, either in the ACAN or in the GIR.

InBusiness further submitted that PWGSC justified the use of sole-source tendering procedures by including a specific solution based on design characteristics of a particular software product, namely, the CCMS, as a mandatory requirement. In so doing, it submitted, PWGSC adopted unnecessarily restrictive technical requirements to satisfy its operational requirement.

InBusiness argued that, despite the existence of more than one technical solution, CSC did not conduct an open public tender process. InBusiness further argued that, instead, CSC preselected a specific technological solution (automated migration). InBusiness submitted that this predetermination by CSC was not made in an open and transparent manner that promotes competition, but rather, was completed behind the closed doors of CSC.

InBusiness claimed that there exist at least three approaches that are accepted within the computer industry:

- Automated migration—the use of software tools to scan, parse and analyze the application software on the source platform, and to identify and translate that software for the target platform
- Fully manual migration—the use of software developers (human resources) to scan, parse and analyze the application software on the source platform, and to identify and translate that software for the target platform
- Partially manual migration—the use of both software tools and software developers to scan, parse and analyze the application software on the source platform, and to identify and translate that software for the target platform

InBusiness submitted that, had it been granted the opportunity to submit a proposal on how to migrate the OMS system, it would have proposed a partially manual process, using off-the-shelf proven software tools to automate a large portion of the migration process. InBusiness also submitted that it has demonstrated its capability to perform the work through its May 2 and 23, 2002, submissions to PWGSC and by performing similar work, including manual migration, for other federal agencies and institutions.

InBusiness claimed that PWGSC refused a reasonable request by InBusiness for information necessary to properly challenge PWGSC's decision to sole-source the procurement. It further claimed that, without the necessary information, InBusiness, like other potential suppliers, was prevented from providing fully responsive bids, as there was inadequate information as to the level of work required.

InBusiness submitted that Core is a company owned and operated by former employees of CSC. The circumstances of this procurement, coupled with the fact that former CSC employees own and operate Core, InBusiness submitted, has created a reasonable apprehension of bias.

Finally, given the circumstances of this case, InBusiness submitted that the Tribunal should recommend payments of an amount in addition to compensation for lost opportunity. It submits that it should be paid \$100,000 in this regard.

TRIBUNAL'S DECISION

Subsection 30.14(1) of the CITT Act requires that, in conducting an inquiry, the Tribunal limit its considerations to the subject matter of the complaint. Furthermore, at the conclusion of the inquiry, the Tribunal must determine whether the complaint is valid on the basis of whether the procedures and other requirements prescribed in respect of the designated contract have been observed. Section 11 of the Regulations further provides that the Tribunal is required to determine whether the procurement was conducted in accordance with the applicable trade agreements.

The main issues before the Tribunal are whether the procurement was improperly conducted, whether the technical specifications were biased and whether there was preferential treatment of a supplier, contrary to NAFTA, the AIT and the AGP.

The Tribunal is of the view that the technical specifications were biased and that PWGSC and CSC improperly sole-sourced the procurement at issue. As has been established in previous Tribunal decisions,⁴ competition is the norm under the trade agreements, with limited tendering procedures being the exception. The onus is on the government institutions to establish that the decision to choose a limited tendering procedure is permitted under the applicable trade agreements in the particular circumstances of the case. The Tribunal is not satisfied that PWGSC and CSC have met the conditions of the trade agreements in this instance.

The Tribunal is also of the view that, in lieu of an open competition process, PWGSC and CSC used a combination of in-house resources and external consultants to define their requirements and to determine the selection of a service provider and then used an ACAN to confirm the result. In this regard, the Tribunal reiterates that the use of an ACAN should not replace the process of open competition in the selection of suppliers, nor should it be treated as a flexible, more expeditious means of running or attempting to run a competitive procurement action.⁵

The Tribunal is not convinced that PWGSC and CSC, in publishing the ACAN at issue, were seeking reasonable alternatives or substitutes⁶ to an already prescribed solution and conversion tool. The Tribunal is of the view that the definition of the requirement and the limited tendering reason contained in

4. *Re Complaint Filed by Foundry Networks* (23 May 2001), PR-2000-060 (CITT); *Re Complaint Filed by Novell Canada, Ltd.* (17 June 1999), PR-98-047 (CITT).

5. *Re Complaint Filed by Array Systems Computing Inc.* (16 April 1996), PR-95-023 (CITT); *Re Complaint Filed by Encore Computer Ltd.* (28 February 1992), G92PRF6631-021-0001 (PRB).

6. See Article 1016(2)(b) of NAFTA, Article XV(1)(b) of the AGP and Article 506(12)(b) of the AIT.

the ACAN were drawn up in such a manner as to wittingly or unwittingly favour a preselected solution, as well as a product-specific conversion tool.

The Tribunal is not convinced that no reasonable alternative or substitute exists to the Core solution. Indeed, the evidence leads it to believe that, on balance, there could well be other possible solutions available, had the criteria been more goal-oriented in terms of the solution and not product-specific in terms of the conversion tool. The Tribunal is of the view that the prescribed solution and the tool to achieve it were restrictive and descriptive of a specific design and not in the nature of performance criteria, as they ought to have been. The migration of the OMS was not performance-based, in that it did not leave the supplier the flexibility of achieving the desired objectives without the use of automated migration and a particular software. In the Tribunal's view, therefore, the requirement was written in terms of design or descriptive characteristics and had the effect of limiting the options available to bidders by narrowing the range of acceptable solutions, which was not appropriate. Consequently, the Tribunal finds that the procurement was improperly sourced, as it does not meet the requirements of the trade agreements with respect to limited tendering.

The Tribunal further notes that PWGSC claims exclusive rights in the ACAN to justify its non-competitive procurement strategy. The fact that the preselected conversion tool is proprietary in nature is not a reason that can properly justify a sole-source procurement where the solution or approach was improperly prescribed at the outset. This cannot be acceptable. If it were, government institutions could justify an improper selection process by dressing it up in the cloak of exclusive rights or such similar exemption under the trade agreements.

With respect to whether InBusiness was a potential supplier for the procurement at issue, the Tribunal rejects PWGSC's submission that, by not suggesting that it was capable of performing an automated migration of the OMS, InBusiness was not a potential supplier. The Tribunal also notes, in this respect, that Core will not perform a 100 percent automated migration of the OMS. Although InBusiness did attempt to respond to the ACAN in this instance, the Tribunal is of the view that a potential supplier need not respond to an ACAN when the procurement is properly challenged or objected to by reason of its not meeting the requirements of the trade agreements. As mentioned above, the Tribunal is of the view that the procurement in this case was in violation of the requirements of the trade agreements.

Unlike in *Foundry Networks*, the Tribunal is not of the view that InBusiness is attempting to force CSC to accommodate its particular capabilities. Whereas the Tribunal found that it was necessary for the government institution to specify its requirements as it did in that procurement, the Tribunal does not so find in this case for the reasons already outlined above.

Although the Tribunal need not address whether the procurement is in violation of Article 504 of the AIT, for the purpose of making its determination in this case, it wishes to respond to PWGSC's argument that Article 504 is limited to cases where there is discrimination on the basis of provincial or regional geography. It is the Tribunal's view that Article 504 prohibits discrimination whether or not provincially or regionally neutral. The Tribunal adopts the position and the reasons set out in its previous determinations in that regard.⁷ Furthermore, the Tribunal does not accept PWGSC's argument that the biasing of technical specifications violates the AIT only if there is an intent to avoid the obligations of Chapter Five of the AIT. This contradicts the very purpose of Chapter Five and, particularly, Articles 501,

7. *Re Complaint Filed by AT&T Canada Corp.* (27 November 2000), PR-2000-024 (CITT); *Re Complaint Filed by Foundry Networks* (23 May 2001), PR-2000-060 (CITT); *Re Complaint Filed by FLIR Systems Ltd.* (25 July 2002), PR-2001-077 (CITT).

504(2) and 506. The Tribunal further notes that Article 504(3) is not exhaustive and, in its view, may include the biasing of technical specifications that has the effect of avoiding the obligations of Chapter Five.

The Tribunal is also of the view that, pursuant to Article XII(3)(c) of the AGP, PWGSC had an obligation to respond to InBusiness's reasonable requests for information and, particularly, to provide the statement of work once it was ready on July 17, 2002. It is not sufficient to rely on a complainant's indication that it has a great deal of information or on the government institution's conclusion that it has enough information on the challenger to determine its capabilities to deny the complainant access to relevant information. This information was, in the Tribunal's view, relevant and necessary for InBusiness's challenge to the ACAN and should have been provided pursuant to Article XII.

However, the Tribunal is of the view that Article 1013(2)(a) of NAFTA does not apply in this instance, as it does not cover limited tendering procedures, unlike Article 1013(2)(b).

With respect to the allegation of bias, the Tribunal is not convinced, based on the evidence before it, that there was such a close relationship between CSC and key members of Core or that the manner in which the procurement was carried out created a reasonable apprehension of bias in this case. There is no evidence, other than a past employer-employee association and some involvement in the early planning of the OMS, to link the former employees to the procurement at issue. In the Tribunal's view, based on the evidence before it in this matter, there is no indication of a reasonable apprehension of bias.

In light of the above, therefore, the Tribunal finds that the complaint is valid in part.

The Tribunal notes InBusiness's submission that PWGSC issued a contract to Core on or about August 16, 2002, and that an unfair advantage would be granted to Core over other bidders if the Tribunal were to recommend that the designated contract be terminated and tendered through an open competition. It is with reluctance that the Tribunal accepts this argument.

In determining the appropriate remedy, the Tribunal must consider all the circumstances relevant to the procurement, as set out in subsection 30.15(3) of the CITT Act. This includes taking into account the seriousness of any deficiency in the procurement process, the degree to which the complainant was prejudiced, the degree to which the integrity and efficiency of the competitive procurement system were prejudiced, and whether the parties acted in good faith.

In light of all the above, the Tribunal finds that there were serious deficiencies in the manner in which this procurement was handled. It is also of the view that the integrity and efficiency of the procurement system were prejudiced to a certain degree. The Tribunal is of the view that PWGSC and CSC were intent on awarding the designated contract to Core, notwithstanding the challenge made by Cognos to the ACAN and notwithstanding that the ACAN or the correspondence issued by PWGSC on May 21, 2002, make no reference to an urgency in the matter. The ACAN allowed for a competitive tendering process, should the need for it arise.

DETERMINATION OF THE TRIBUNAL

Pursuant to subsection 30.14(2) of the CITT Act, the Tribunal determines that the complaint is valid in part.

Pursuant to subsections 30.15(2) and (3) of the CITT Act, the Tribunal recommends, as a remedy, that InBusiness be awarded one third of the profit that it would have earned if it had submitted a bid to

perform the work at a price of one dollar lower than the estimated cost of the proposed contract. The Tribunal also recommends that Public Works and Government Services reimburse InBusiness for any costs associated with its challenge of the Advance Contract Award Notice. Using this as the basis, the Tribunal recommends that the parties develop a joint proposal for compensation that recognizes: (a) the seriousness of the deficiency of the procurement process; and (b) the prejudice caused to the integrity and efficiency of the competitive procurement system. Should the parties be unable to agree on the amount of compensation, they shall report back to the Tribunal separately within the same 30 days, following which the Tribunal will issue its recommendations in this respect.

Finally, pursuant to subsection 30.16(1) of the CITT Act, the Tribunal awards InBusiness its reasonable costs incurred in preparing and proceeding with the complaint, as well as any costs associated with its challenge of the ACAN.

Richard Lafontaine
Richard Lafontaine
Presiding Member



Ottawa, Friday, December 6, 2002

File No. PR-2002-020

IN THE MATTER OF a complaint filed by InBusiness Systems Inc. under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C. 1985 (4th Supp.), c. 47;

AND FURTHER TO a decision to conduct an inquiry into the complaint under subsection 30.13(1) of the *Canadian International Trade Tribunal Act*.

CORRIGENDUM

The third sentence of the seventh full paragraph on page 8 of the Tribunal's Statement of Reasons should read: "The Tribunal is of the view that PWGSC and CSC were intent on awarding the designated contract to Core, notwithstanding the challenge made by InBusiness to the ACAN and notwithstanding that the ACAN or the correspondence issued by PWGSC on May 21, 2002, make no reference to an urgency in the matter."

By order of the Tribunal,

Michel P. Granger
Secretary



Ottawa, Tuesday, February 18, 2003

File No. PR-2002-020

IN THE MATTER OF a complaint filed by InBusiness Systems Inc. under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C. 1985 (4th Supp.), c. 47;

AND FURTHER TO a decision to conduct an inquiry into the complaint under subsection 30.13(1) of the *Canadian International Trade Tribunal Act*.

DETERMINATION OF THE TRIBUNAL

CORRIGENDUM

In the English version of the determination, the following should be added as the fourth sentence of the second paragraph: "This proposal is to be presented to the Tribunal within 30 days of the publication of this determination and statement of reasons."

The same change should be made to the second to last paragraph of the statement of reasons.

By order of the Tribunal,

Michel P. Granger
Secretary