



BY FACSIMILE

June 6, 2005

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**Re: Solicitation Number HQ05187
1590459 Ontario Inc., o/a Trillium Construction Services (File No. PR-2005-007)**

The Canadian International Trade Tribunal (the Tribunal) (Meriel V. M. Bradford, Presiding Member) has reviewed the complaint submitted on behalf of 1590459 Ontario Inc., operating as Trillium Construction Services (Trillium), on June 1, 2005, and has decided not to initiate an inquiry into this complaint.

Trillium alleged that Defence Construction Canada improperly re-tendered a requirement.

Subsection 7(1) of the *Canadian International Trade Tribunal Procurement Inquiry Regulations* (the Regulations) sets out three conditions that must be satisfied before the Tribunal may conduct an inquiry in respect of a complaint. One of these conditions is that the complaint be in respect of a designated contract.

To be considered as a designated contract, a contract for the supply of goods and services must meet the monetary thresholds prescribed by the Trade Agreements. The monetary thresholds for procurement of construction services are \$100,000 under the *Agreement on Internal Trade* (the AIT), \$14.2 million under the *North American Free Trade Agreement* (NAFTA) and \$10 million under the *Agreement on Government Procurement* (the AGP).

Based on the information supplied with the complaint, the estimated cost of the procurement was expected to be approximately \$73,000. The contract awarded to Trillium was in the amount of \$56,499.00. Accordingly, the procurement value is below the monetary threshold set by the AIT, NAFTA and the AGP. Therefore, the complaint is not in respect of a designated contract.

In light of the above, the Tribunal does not have the jurisdiction to accept the complaint for inquiry and considers the matter closed.

Yours sincerely,

Hélène Nadeau
Secretary