



Canadian International
Trade Tribunal

Tribunal canadien du
commerce extérieur

CANADIAN
INTERNATIONAL
TRADE TRIBUNAL

Procurement

DETERMINATION AND REASONS

File No. PR-2007-025

TPG Technology Consulting
Limited

v.

Department of Public Works and
Government Services

*Determination and reasons issued
Friday, November 2, 2007*

*Corrigendum issued
Thursday, November 15, 2007*

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IN THE MATTER OF a complaint filed by TPG Technology Consulting Limited 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*.

BETWEEN

TPG TECHNOLOGY CONSULTING LIMITED

Complainant

AND

**THE DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT
SERVICES**

**Government
Institution**

DETERMINATION OF THE TRIBUNAL

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

James A. Ogilvy
James A. Ogilvy
Presiding Member

Pierre Gosselin
Pierre Gosselin
Member

Meriel V. M. Bradford
Meriel V. M. Bradford
Member

Hélène Nadeau
Hélène Nadeau
Secretary

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STATEMENT OF REASONS

1. On June 27, 2007, TPG Technology Consulting Limited (TPG) 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 concerned a procurement (Solicitation No. EN869-040407/A) by the Department of Public Works and Government Services (PWGSC) to acquire engineering and technical support services in support of Enterprise Server Domain, Cross Platform and Network Domain and Support Services Domain, including all hardware, software and network operations managed by PWGSC's Information Technology Services Branch (ITSB) on behalf of various government departments and clients.

2. TPG alleged that PWGSC modified the evaluation methodology set out in the Request for Proposal (RFP) after bid closing and violated various provisions of the applicable trade agreements by using a modified methodology to score the bidders' proposals. TPG alleged that, as a result, evaluators were allowed to favour weak bidders by allocating points where none were warranted or that evaluators were able to withhold points from bidders by allocating fewer points for a response than should have been awarded under the published evaluation methodology. As a remedy, TPG requested that the Tribunal recommend that the point-rated portion of the evaluation be set aside and that it direct that the contract be awarded on the basis of the lowest-priced compliant proposal.

3. On July 6, 2007, 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 Also on July 6, 2007, pursuant to subsection 30.13(3) of the *CITT Act*, the Tribunal ordered PWGSC to postpone the award of a contract until the Tribunal had determined the validity of the complaint. On July 16, 2007, PWGSC certified that the procurement was urgent and that a delay in awarding a contract would be contrary to the public interest. On July 23, 2007, in accordance with subsection 30.13(4) of the *CITT Act*, the Tribunal issued a rescission of postponement of award order. On July 30, 2007, CGI Group Inc. (CGI) requested intervener status, which was granted on August 1, 2007. On July 31, 2007, PWGSC submitted the Government Institution Report (GIR). On August 3, 2007, counsel for CGI requested permission to show its client confidential portions of two attachments to the GIR, both relating to the evaluation of CGI's proposal. On August 13, 2007, CGI withdrew its request. On August 7, 2007, TPG, which was not represented by counsel, requested that it be allowed to have access to one of the confidential exhibits attached to the GIR³ and that the Tribunal order PWGSC to produce a number of additional documents that it claimed related to the evaluation process. On August 23, 2007, after receiving comments from all parties, the Tribunal denied the request, on the basis that further documentation was not required for the Tribunal to make its determination. On August 27, 2007, TPG advised the Tribunal that it had retained counsel. On September 5, 2007, CGI and TPG filed comments on the GIR.

4. 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 written information on the record.

1. R.S.C. 1985 (4th Supp.), c. 47 [*CITT Act*].

2. S.O.R./93-602 [*Regulations*].

3. In procurement inquiries, only counsel who are acting on behalf of a party and who have filed a declaration and undertaking not to disclose confidential information may have access to confidential information.

PROCUREMENT PROCESS

5. The RFP that is the subject of the complaint was made available through MERX⁴ on May 31, 2006, with an amended due date for the receipt of bids of September 5, 2006. The RFP anticipated the issuance of a three-year contract, with an option to renew for four additional one-year periods.

6. According to PWGSC, three bids were received by the due date. It submitted that five technical evaluators from the ITSB participated in the evaluation process. During the technical evaluation, each evaluator individually reviewed and scored each of the three proposals, after which the proposals were ranked based on consensus scores agreed upon by the five evaluators.

7. According to PWGSC, due to questions regarding the scoring of some of the rated criteria, the contracting authority sought a legal opinion as to the propriety of awarding 0, 1 or 2 points, as opposed to either 0 or 2 points, for criteria that had identified “2 points” as a rating value. PWGSC was advised that scores of 0, 1 or 2 points were permissible. On November 9, 2006, the contracting authority completed the financial evaluation of the proposals and, immediately thereafter, calculated which bid offered the highest responsive combined rating of technical merit and price. On November 17, 2007, the contracting authority had an independent PWGSC contracting officer, unaware of the scoring and ranking of technical proposals, confirm the financial evaluation of proposals. Between November 27, 2006, and February 1, 2007, PWGSC’s Office of the Chief Risk Officer (OCRO) conducted a review of the procurement process and advised the contracting authority that the evaluators had adhered to the evaluation methodology set out in the RFP.

8. As a result of ongoing correspondence between TPG and PWGSC concerning the solicitation, on May 11, 2007, PWGSC provided TPG’s legal counsel with a copy of a memorandum to the Deputy Minister of PWGSC and the OCRO report. After reviewing the report, TPG contacted PWGSC and requested more information about the scoring methodology used during the evaluation. On May 31, 2007, PWGSC advised TPG that the questions it was raising “. . . would more properly be raised in the context of a debriefing held after the award of this contract . . .”⁵ This response led to one more exchange between the two parties, in which each side reiterated its point of view regarding this issue. PWGSC sent TPG a final letter on June 13, 2007, and on June 27, 2007, TPG filed its complaint with the Tribunal.

9. The RFP contained a number of rating schemes which had precise scoring provisions, of which the following are examples:

. . .

#	Requirement	Evaluation Criteria
1.3.2.4.2	. . .	Maximum points will be awarded for providing 120 or more resources. 5 = 120 or more 4 = 100 - 119 3 = 75 - 99 2 = 50 - 74 0 = Else Maximum 5 points

4. Canada’s electronic tendering service.

5. Complaint, Tab 5.

...

#	Requirement	Evaluation Criteria
1.3.2.4.9	...	<p>Score each of the three aspects as follows:</p> <p>5 = Clear and Comprehensive response/description delivering 80% - 100% or more of the requirement.</p> <p>3 = Response satisfactorily addresses the requirement, delivering 60% - 79% of the requirement.</p> <p>1 = Fair response, delivering 40% - 59% of the requirement.</p> <p>0 = None or insufficient response, delivering less than 40% of the requirement.</p> <p>Maximum 3 x 5 points = 15 points</p>

...

#	Requirement	Evaluation Criteria
1.3.2.4.11	Services were provided by the Bidder within an Industry recognized IT service management framework such as ITIL. The Bidder should have been responsible for assisting its client in each of the following IT Service Management (ITSM) process areas: (provide details to substantiate each)	
1	Incident Management	2 points
2	Problem Management	2 points
...
10	Availability Management	2 points

...

#	Requirement	Evaluation Criteria
2.2.1.3	...	<p>5 = Clear and Comprehensive response</p> <p>3 = Response substantially addresses the requirement.</p> <p>0 = None or insufficient response</p> <p>Maximum 5 points</p>

...

#	Requirement	Evaluation Criteria
3.6.3	...	<p>Two (2) points for each relevant cost saving measure that can reasonably be expected to derive the quoted cost benefit.</p> <p>Maximum 6 points</p>

10. Criteria 1.3.2.4.2 and 1.3.2.4.9 appear to exclude certain scores because the numbers and percentages listed cover all possibilities. Criterion 2.2.1.3, on the other hand, appears to allow evaluators some discretion. Criteria 1.3.2.4.11 and 3.6.3 simply state that “2 points” will be awarded for each process area in which that bidder assisted its clients or for each cost saving measure respectively.

TRIBUNAL'S ANALYSIS

11. 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, which, in this case, are the *Agreement on Internal Trade*,⁶ the *North American Free Trade Agreement*⁷ and the *Agreement on Government Procurement*.⁸

12. Subsection 506(6) of the *AIT* provides as follows:

... The tender documents shall clearly identify the requirements of the procurement, the criteria that will be used in the evaluation of bids and the methods of weighting and evaluating the criteria.

13. Article 1013 of *NAFTA* provides as follows:

...

1. Where an entity provides tender documentation to suppliers, the documentation shall contain all information necessary to permit suppliers to submit responsive tenders The documentation shall . . . include:

...

(h) the criteria for awarding the contract, including any factors other than price that are to be considered in the evaluation of tenders and the cost elements to be included in evaluating tender prices, such as transportation, insurance and inspection costs, and in the case of goods or services of another Party, customs duties and other import charges, taxes and the currency of payment

14. Article 1015(4)(d) of *NAFTA* provides as follows:

...

(d) awards shall be made in accordance with the criteria and essential requirements specified in the tender documentation.

...

15. Article XII of the *AGP* reads as follows:

...

2. Tender documentation provided to suppliers shall contain all information necessary to permit them to submit responsive tenders, including . . .

(h) the criteria for awarding the contract, including any factors other than price that are to be considered in the evaluation of tenders and the cost elements to be included in evaluating tender prices, such as transport, insurance and inspection costs, and in the case of products or services of other Parties, customs duties and other import charges, taxes and currency of payment

6. 18 July 1994, C. Gaz. 1995.I.1323, online: Internal Trade Secretariat <http://www.ait-aci.ca/index_en/ait.htm> [AIT].

7. *North American Free Trade Agreement Between the Government of Canada, the Government of the United Mexican States and the Government of the United States of America*, 17 December 1992, 1994 Can. T.S. No. 2 (entered into force 1 January 1994) [NAFTA].

8. 15 April 1994, online: World Trade Organization <http://www.wto.org/english/docs_e/legal_e/final_e.htm> [AGP].

16. Article XIII(4)(c) of the *AGP* reads as follows:

(c) Awards shall be made in accordance with the criteria and essential requirements specified in the tender documentation.

17. According to PWGSC, TPG's allegations pertain to only 6 of the 237 items found in Annex D-1 to the RFP, entitled "Evaluation Criteria Matrix", which listed the rated requirements. It submitted that bidders were required to include three references in their proposals; the first was rated according to criterion 1.3.2 of Annex D-1, the second was rated according to criterion 1.3.3 and the third was rated according to criterion 1.3.4. PWGSC submitted that only the following criteria were affected: 1.3.2.4.11.4, 1.3.2.4.11.10, 1.3.3.4.11.4, 1.3.3.4.11.10, 1.3.4.2.11.4 and 1.3.4.4.11.10. The provisions for these criteria read as follows:⁹

#	Requirement	Evaluation Criteria
1.3.2	Reference 1	
...		
1.3.2.4	[R] The reference project will be rated on the degree to which it matches the ITSB definition of similar nature, scope, and complexity, as follows:	
...		
1.3.2.4.11	Services were provided by the Bidder within an Industry recognized IT service management framework such as ITIL. The Bidder should have been responsible for assisting its client in each of the following IT Service Management (ITSM) process areas: (provide details to substantiate each)	
1	Incident Management	2 points
2	Problem Management	2 points
3	Change Management	2 points
4	<i>Configuration Management</i>	<i>2 points</i>
5	Release Management	2 points
6	Service Level Management	2 points
7	Financial Management for IT Services	2 points
8	Capacity Management	2 points
9	IT Service Continuity Management	2 points
10	<i>Availability Management</i>	<i>2 points</i>

[Emphasis added]

18. PWGSC submitted that the evaluators adopted a reasonable interpretation when they determined that the term "2 points" meant that they were allowed to award 0, 1 or 2 points, as appropriate, against the six rated items in issue. It noted that the evaluators' award of either 0, 1 or 2 points was applied equally to all three bidders. PWGSC claimed that TPG's all or nothing scoring system contradicts the requirements found in criteria 1.3.2.4, 1.3.3.4 and 1.3.4.4, which stipulated that references be "...rated on the degree to

9. The same wording was used for criteria 1.3.3.4.11.4, 1.3.3.4.11.10, 1.3.4.2.11.4 and 1.3.4.4.11.10.

which . . .” they match certain attributes of the ITSB definition. According to PWGSC, the term “degree” implies a gradient of similarity to the ITSB definition and that to be “rated on the degree” clearly implies that the rating should be sensitive to that gradient. It submitted that awarding all or nothing against a rated item could be insensitive to the degree to which a bidder’s reference matched the ITSB definition.

19. PWGSC also submitted that the Tribunal should recommend a remedy only where a breach has caused harm to TPG. It submitted that, if the evaluators did breach the trade agreements, which it expressly denied, by awarding 1 point, instead of 0 or 2 points, against the six rated items in issue, TPG suffered no harm or prejudice from the breach. PWGSC submitted a table¹⁰ which, it purported, demonstrated that increasing all the scores awarded to TPG from 1 to 2 and decreasing all the scores awarded to other bidders from 1 to 0 would not have affected the final ranking of the bidders.

20. PWGSC submitted that TPG’s allegations were self-serving and lacked credibility and, except to the extent that they are supported by evidence or information judged to be authentic, they should be rejected. PWGSC argued that the Tribunal, as it has stated in previous cases, will interfere only with an evaluation that is unreasonable. PWGSC stated that, in this case, the standard of review should be that of reasonableness and that, in paraphrasing *Canada (Director of Investigation and Research) v. Southam Inc.*,¹¹ the evaluators’ decisions will satisfy the reasonableness standard if they are supported by a tenable explanation, even if this explanation is not one that the Tribunal finds compelling.

21. Based on the above, PWGSC submitted that the complaint should be dismissed. It also submitted that, in the event that the Tribunal found the complaint to be valid, the best recourse would be to recommend a re-evaluation of the competing proposals. It wholly rejected TPG’s request that the Tribunal set aside the point-rated portion of the RFP and award the contract on the basis of the lowest price. It claimed that TPG, in requesting this remedy, is asking the Tribunal to change the evaluation methodology after the closing date, in essence the very reason that TPG brought the complaint before the Tribunal in the first place. PWGSC submitted that the Tribunal lacks the jurisdiction to recommend a change to an otherwise unassailable evaluation methodology and that it would be grossly unfair to the other bidders to recommend a change in the evaluation methodology at this time. PWGSC also requested its costs for responding to the complaint.

22. CGI submitted that the evaluators were correct in their interpretation of the rated requirements and that TPG was wrong in assuming that the OCRO report referred to all evaluation criteria that awarded points in a “detached” manner. It claimed that TPG assumed that evaluators, for example, gave scores of either 2 or 4 points with respect to rated requirements for which evaluation criteria had expressly provided for the award of 0, 1, 3 or 5 points.

23. CGI also submitted that, even if the Tribunal were to disagree with the evaluators’ interpretation of the rated requirements, there is no basis on which to interfere with the results of the procurement because, even viewing TPG’s bid in the most favourable light (by awarding it scores of 2 where it had only been awarded scores of 1) and CGI’s bid in the most unfavourable light (by awarding it scores of 0 where it received scores of 1), the ranking of the bids would remain unchanged. CGI submitted that there was no allegation or evidence of bad faith on the part of the evaluators.

24. CGI requested that the Tribunal dismiss the complaint and award PWGSC and CGI their costs.

10. GIR, confidential exhibit 3.

11. [1997] 1 S.C.R. 748.

25. TPG submitted that, based on ordinary or plain language in each of the requirements at issue, it was reasonable for TPG to believe that it would receive full, not partial, points if it provided details substantiating its experience in each of the listed criteria. It argued that there was no discretion for evaluators to award points falling between 0 and 2. TPG submitted that, given PWGSC's argument that 0, 1 or 2 points could have been awarded, the evaluators could conceivably also have awarded 0.5, 0.8, 1.5 or any other score falling between 0 and 2. It submitted that this was not consistent with the RFP. TPG also submitted that criterion 3.6.3 was also scored inconsistently with the RFP specifications, i.e. awarding a score of 1 where the scale clearly allows only 0 or 2 points.

26. TPG contended that the effect of the introduction of these intermediary scores is that a weak response, which should have received 0 under the RFP methodology, might have been awarded 1 point and that a strong, but not perfect, response, which should have been awarded 2 points under the original scheme, might have only received 1 point. It submitted that PWGSC's modifications of the published scoring criteria might well have resulted in the lowering of TPG's score or the raising of CGI's score, either of which could have contributed to CGI being declared the successful bidder.¹² TPG presented a table¹³ which it purported demonstrates that the potential skew for criteria 1.3.2.4.11.4, 1.3.2.4.11.10, 1.3.3.4.11.4, 1.3.3.4.11.10, 1.3.4.2.11.4, 1.3.4.4.11.10 and 3.6.3 amounted to the possibility of a bidder obtaining more than 5 additional points.

27. TPG claimed that it is reasonable to assume that partial scores, or scores not directly provided for in the RFP, could also have been awarded for other criteria in which discrete scoring scales were provided. TPG submitted¹⁴ that the total possible skew effect of all these criteria is almost 15 points, which would have had a significant impact on the selection of the successful bidder.

28. TPG also submitted that it was unfair to place a burden of proof on it, as it was virtually impossible for it to discharge this burden because some documents and records were uniquely in PWGSC's custody. It submitted that it was for this reason that it had sought the disclosure of the score sheets of the individual evaluators instead of the after-the-fact summary of the final consensus scores that PWGSC submitted with the GIR. It argued that PWGSC could not withhold the relevant documents and then argue that TPG had failed to meet the burden of proof. TPG submitted that, because PWGSC refused to provide TPG and the Tribunal with the individual score sheets, the Tribunal must draw an adverse inference against PWGSC.

29. TPG also argued that PWGSC's application of undisclosed evaluation criteria is a sound basis for the Tribunal to substitute its judgment for that of the evaluators. TPG submitted that the Tribunal should recommend that the technical portion of the evaluation be set aside and that the contract be awarded solely on the basis of the lowest-priced, technically compliant proposal.

30. The Tribunal notes that PWGSC's GIR and the OCRO report confirmed that scores falling between values established by the scoring grid were indeed awarded for certain rated items. As well, PWGSC acknowledged that the contracting authority sought legal advice as to the propriety of awarding 0, 1 or 2 points, as opposed to either 0 or 2 points, for such rated items, and the opinion of its legal counsel was that the RFP could reasonably be interpreted as allowing for scores of 1 point against the rated items in issue.

31. Thus, the question before the Tribunal is not whether PWGSC awarded scores falling between values established by the scoring grid, but rather whether the award of such scores was consistent with the wording of the RFP.

12. In its complaint, TPG advised the Tribunal that it had learned that PWGSC's intent was to award the contract to CGI. PWGSC awarded the contract to CGI on October 31, 2007.

13. Comments on the GIR, Tab B.

14. *Ibid.*, Tab C.

32. Regarding criteria 1.3.2.4.11.4, 1.3.2.4.11.10, 1.3.3.4.11.4, 1.3.3.4.11.10, 1.3.4.2.11.4, 1.3.4.4.11.10 and 3.6.3, the Tribunal finds that the rating scheme applied to each criterion is specific and does not allow any discretion to award scores other than 0 or 2. The Tribunal notes that certain subcriteria that fell under 1.3.2.4, 1.3.3.4 and 1.3.4.4¹⁵ clearly informed bidders that they could earn 0, 1 or 2 points. However, such information is absent from the 7 criteria in issue listed above. The Tribunal also notes that PWGSC used no fewer than 5 different rating schemes that allowed for different scores to be awarded for the 12 subcriteria that fell under each of criteria 1.3.2.4, 1.3.3.4 and 1.3.4.4. Had PWGSC wanted to use a sliding scale for the criteria in question, it could have expressly stated this. The Tribunal therefore finds that PWGSC failed to observe the evaluation methodology that it had set out for itself in the RFP and determines that the procurement was not conducted in accordance with the requirements set out in the applicable trade agreements.

33. Regarding TPG's argument that it is reasonable to assume that PWGSC similarly misevaluated other criteria with discrete scoring, the Tribunal finds no indication that PWGSC did not correctly follow the appropriate respective rating scheme for any other criteria. In its review of the summary of the final individual consensus scores¹⁶ provided by PWGSC, the Tribunal noted that, in those instances where either TPG or CGI was not awarded full marks for a particular criterion, the score that was awarded could have been the result of the rating scheme established for that specific criterion. For example, if a bidder received 9 out of 15 points for a criterion that allowed for 0, 1, 3 or 5 points for each of three references that it provided, the score of 9 could have been obtained by the evaluators awarding that bidder 3 points for each of its submitted references, i.e. 3+3+3=9.

34. In addition, the Tribunal found no evidence of any pattern indicating that one bidder was favoured over another. Each of the three bidders was scored in the same fashion; each had roughly the same number of instances in which 1 point, instead of 0 or 2 points, had been awarded for some of the criteria in issue. The accumulated effect of these single point scores will be addressed in this statement of reasons under "Remedy".

35. In summary, the Tribunal's analysis indicates, on the basis of the evidence, that PWGSC did not correctly apply the rated criteria in the RFP in a number of instances when it evaluated TPG's, CGI's and the third bidder's proposals but that it did so in a manner that bidders could not reasonably infer from the evaluation methodology set out in the RFP. The Tribunal therefore determines that the complaint is valid.

REMEDY

36. Pursuant to subsection 30.15(2) of the *CITT Act*, having determined that the complaint is valid, the Tribunal "...may recommend such remedy as it considers appropriate..." In this connection, subsection 30.15(3) directs the Tribunal to consider all the circumstances relevant to the procurement of the goods or services to which the designated contract relates, including:

- the seriousness of any deficiency in the procurement process found by the Tribunal;
- the degree to which the complainant and all other interested parties were prejudiced;
- the degree to which the integrity and efficiency of the competitive procurement system was prejudiced;
- whether the parties acted in good faith; and
- the extent to which the contract was performed.

15. Criteria 1.3.2.4.8, 1.3.3.4.8 and 1.3.4.4.8.

16. GIR, confidential exhibit 2.

37. In the Tribunal's view, although there was a serious deficiency in the procurement process, the evidence demonstrates that the ranking of the three proposals would have been the same even if PWGSC had observed the evaluation methodology set out in the RFP. Given the weighting of the scores, different scenarios, including replacing TPG's scores of 1 with scores of 2, and the other bidders' scores of 1 with scores of 0, do not change the ranking of the bidders. Hence, the Tribunal finds that TPG has not suffered prejudice as a result of PWGSC's breach of the trade agreements.

38. This type of deficiency, if repeated, has the potential to prejudice the integrity and efficiency of the competitive procurement process. However, in this case, the Tribunal's analysis indicates that the result would have been the same even with the correction of the scores in issue. Therefore, the prejudice to the integrity and efficiency of the competitive procurement process in this case was minimal. In addition, the evidence does not indicate that PWGSC was acting in bad faith. Consequently, the Tribunal finds that there is no meaningful remedy that can be assessed, and it will not disturb the original result of the evaluation. In view of the above, the Tribunal will not recommend a remedy in this case.

COSTS

39. The Tribunal will not award costs in this matter, as none were requested by TPG.

DETERMINATION OF THE TRIBUNAL

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

James A. Ogilvy
James A. Ogilvy
Presiding Member

Pierre Gosselin
Pierre Gosselin
Member

Meriel V. M. Bradford
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Member

IN THE MATTER OF a complaint filed by TPG Technology Consulting Limited 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*.

BETWEEN

TPG TECHNOLOGY CONSULTING LIMITED

Complainant

AND

**THE DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT
SERVICES**

**Government
Institution**

CORRIGENDUM

In the English version of the statement of reasons for the decision in the above matter, the references to criterion numbers should read as follows:

At paragraphs 17, 26, and 32, as well as footnote 9, criterion “1.3.4.4.11.10” should read criterion “1.3.4.2.11.10”.

At paragraphs 18 and 32, criterion “1.3.4.4” should read criterion “1.3.4.2”.

At footnote 15, criterion “1.3.4.4.8” should read criterion “1.3.4.2.8”.

By order of the Tribunal,

Hélène Nadeau
Secretary