



Canadian International
Trade Tribunal

Tribunal canadien du
commerce extérieur

CANADIAN
INTERNATIONAL
TRADE TRIBUNAL

Procurement

DETERMINATION AND REASONS

File No. PR-2007-060

TPG Technology Consulting
Limited

v.

Department of Public Works and
Government Services

*Determination issued
Thursday, December 20, 2007*

*Reasons issued
Tuesday, March 4, 2008*

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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 not valid.

Pursuant to section 30.16 of the *Canadian International Trade Tribunal Act*, the Canadian International Trade Tribunal awards the Department of Public Works and Government Services its reasonable costs incurred in responding to the complaint, which costs are to be paid by TPG Technology Consulting Limited. The Canadian International Trade Tribunal's preliminary indication of the level of complexity for this complaint case is Level 2, and its preliminary indication of the amount of the cost award is \$2,400. If any party disagrees with the preliminary indication of the level of complexity or the preliminary indication of the amount of the cost award, it may make submissions to the Canadian International Trade Tribunal, as contemplated by the *Guideline for Fixing Costs in Procurement Complaint Proceedings*. The Canadian International Trade Tribunal reserves jurisdiction to establish the final amount of the award.

Ellen Fry

Ellen Fry
Presiding Member

Pierre Gosselin

Pierre Gosselin
Member

Serge Fréchette

Serge Fréchette
Member

Hélène Nadeau

Hélène Nadeau
Secretary

The statement of reasons will be issued at a later date.

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STATEMENT OF REASONS

1. On October 5, 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 after the Request for Proposal (RFP) closed by not evaluating in accordance with the published evaluation methodology and criteria. TPG alleged that the modified methodology potentially favoured some bidders by allowing them to use reference projects that might have been given substantially lower scores on many rated requirements had the references been contacted and the true nature of the governance structure of those projects been known to the evaluation team. TPG stated that the published evaluation methodology had been corrupted to such a degree that it rendered the point-rated portion of the technical evaluation invalid. It therefore requested, as a remedy, that the Tribunal recommend that the point-rated portion of the evaluation be set aside and that it direct that the contract be awarded to the bidder that submitted the lowest-priced compliant proposal. It also requested the reimbursement of its complaint and bid preparation costs.

3. On October 15, 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 October 15, 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 October 17, 2007, CGI Group Inc. (CGI) requested permission to intervene, and the request was granted on the same day. On October 22, 2007, PWGSC certified that the procurement was urgent and that a delay in awarding a contract would be contrary to the public interest. On October 23, 2007, in accordance with subsection 30.13(4) of the *CITT Act*, the Tribunal issued a rescission of postponement of award order. On November 7, 2007, PWGSC filed a motion requesting that TPG provide certain further information. On November 8, 2007, the Tribunal denied PWGSC's motion. On November 9, 2007, PWGSC submitted the Government Institution Report (GIR). On November 26, 2007, CGI and TPG filed comments on the GIR. On November 30, 2007, the Tribunal requested that TPG provide it with certain further information regarding the timing of its complaint. TPG responded on December 4, 2007. PWGSC and CGI submitted their comments on TPG's response on December 6, 2007, and TPG filed its final comments on December 10, 2007.

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.

PROCUREMENT PROCESS

5. The RFP that is the subject of the complaint was made available through MERX³ 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.

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

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

3. Canada's electronic tendering service.

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 between September 12 and October 2, 2006 and that each evaluator individually reviewed, scored and ranked each of the three proposals. They then provided the contracting officer with their results. The contracting officer then completed the financial evaluation of the proposals and calculated which bid offered the highest responsive combined rating of technical merit and price in accordance with the evaluation methodology specified in the RFP. Between November 27, 2006 and February 1, 2007, PWGSC's Office of the Chief Risk Officer 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.

7. According to PWGSC, while producing the GIR in response to the complaint, it attempted to validate those parts of the bidders' proposals that were under scrutiny. PWGSC filed, with the Tribunal, copies of letters that it wrote on October 29, 2007, to each of the three bidders' three references, requesting information about the three reference projects that each bidder had included as part of its proposal. On October 31, 2007, the information that it received from these references, which was filed by PWGSC,⁴ was evaluated, and the verification of information regarding the top-ranked bidder's proposal was conclusive. PWGSC submitted that, as a result, on October 31, 2007, it awarded the contract to CGI.

8. The RFP contained the following relevant clauses:

A. 13 Rights of Canada

Canada reserves the right to:

...

- (g) contact any or all of the references supplied and to interview, at the sole costs of the Bidder, the Bidder and/or any or all of the resources proposed by the Bidder to fulfill the requirement, at PWGSC in Gatineau, Québec, to verify and validate any information or data submitted by the Bidder;

...

A. 26 Conduct of Evaluation

In conducting its evaluation of the Bidder's proposal, Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from the Bidder regarding any or all information provided by the Bidder with respect to this solicitation;
- (b) contact any or all references supplied by the Bidder to verify and validate any information and/or additional names or their coordinates submitted by the Bidder;

...

A. 28 Evaluation and Selection Methodology

- (a) **Conduct of Evaluation in Phases:** There are several phases in the evaluation methodology, which are described below. Notwithstanding that the evaluation and selection methodology will be conducted in phases, the fact that Canada has proceeded to a later phase shall not be deemed to mean that Canada has conclusively determined that the Contractor has successfully passed all the previous phases

...

4. Confidential exhibit 8 to the GIR.

(g) Phase 6 -Bidder's Reference Check:

The Evaluation Team reserves the right to validate any or all the information supplied by the Bidder(s) from the supplied reference(s). The Evaluation Team may choose to check the references of the Top Ranked Proposal only. The Evaluation Team will document the responses and results of the references from the top ranked Bidder. If at any time during the reference check, Canada determines that the proposal by the Bidder does not meet a mandatory requirement of this RFP, the Bidder's proposal will be non-compliant and the proposal will not be given further consideration. If at any time during the reference check, Canada determines that the proposal by the Bidder does not meet a rated requirement of the RFP as well as described in the Bidder's written proposal, the scoring for that portion of the Bidder's proposal will be re-assessed downward. If as a result of this re-assessment, the Bidder's proposal is no longer the highest-ranked responsive proposal, the reference process with the Bidder will end and a new reference process will begin with the new highest-ranked responsive proposal.

9. The complaint revolves around the evaluation of three reference projects that bidders provided to substantiate their relevant experience. The requirements for these references are found in section 1.3 of Annex D-1 to the RFP, which reads as follows:

1.3	Corporate Experience		26.10%
1.3.1	[M] The proposal must identify three (3) references which substantiate that the Contractor has relevant experience in providing similar resources performing similar services. At least two of these references must relate to contracts in progress or successfully concluded not more than one year before the issue date of this RFP (Contract end date). Three references only must be submitted. For each reference, the Proposal must include a customer contact name and telephone number, as well as a description of the reference project. The proposal should also include descriptive comments that substantiate the similarity of the reference project with respect to each of the following criteria:	Mandatory	0%
1.3.2	Reference 1	Similar Nature, Scope, and Complexity	10.44%
1.3.2.1	[M] The contract must be currently in effect or the contract end date is not prior to one year before the issue date of the RFP.	Mandatory	0%
1.3.2.2	[M] The contracted services must be similar to those required in this initiative (i.e. systems administration, management, and system software engineering would be considered similar whereas application development would not).	Mandatory	0%

10. Also related to this complaint are three questions that were posed during the solicitation process. PWGSC provided responses to these and other questions through the release of a series of amendments.

11. Question and answer 119, found in amendment No. 12, dated July 13, 2006, read as follows:

Question 119:

Annex D- 1, 1.3 Corporate Experience, 1.3.2, 1.3.3, 1.3.4

The ITSB requirement in this RFP is for services based on function-based management of specific infrastructure support tasks, working in a way that is integrated with government staff. A fully outsourced service is a completely different business relationship. Is it correct to understand that a fully outsourced project would not be acceptable as a reference project?

Answer 119:

Correct, the governance structure for a function based management as specified in this RFP is quite different from a fully outsourced project. As specified in the criteria, evaluation of the references is based on the similarity to the work being performed in PWGSC as defined in the requirement.

12. Question and answer 180, found in amendment No. 20, dated August 15, 2006, read as follows:

Question 180:

RE: Question 119:

Annex D- 1, 1.3 Corporate Experience, 1.3.2, 1.3.3, 1.3.4

The ITSB requirement in this RFP is for services based on function-based management of specific infrastructure support tasks, working in a way that is integrated with government staff. A fully outsourced service is a completely different business relationship. Is it correct to understand that a fully outsourced project would not be acceptable as a reference project?

Answer 119:

Correct, the governance structure for a function based management as specified in this RFP is quite different from a fully outsourced project. As specified in the criteria, evaluation of the references is based on the similarity to the work being performed in PWGSC as defined in the requirement

How will PWGSC determine if a reference project is a fully outsourced project?

Answer 180:

Verification of the nature of the project will be determined by the reference check.

13. Question and answer 187, found in amendment No. 20, dated August 15, 2006, read as follows:

Question 187:

RE: Answer 119:

Correct, the governance structure for a function based management as specified in this RFP is quite different from a fully outsourced project.

ITSB has stated that it will not transfer ownership of any hardware or software as a result of this RFP. Additionally, there is no requirement for the bidder to accommodate (i.e. offer employment to) any government employees as a result of this contract. All of these factors are typical of outsourced projects. Is it correct to assume that if a contract used as one of the three corporate references contains any of these components, it will be considered an outsource project and would not be acceptable as a reference project?

Answer 187:

Not necessarily. As stated in answer 119, "As specified in the criteria, evaluation of the references is based on the similarity to the work being performed in PWGSC as defined in the Requirement." Therefore, if the work performed was based on function-based management, and was similar to the work described in the requirement, it qualifies. If it was fully outsourced, it is not usually based on function-based management and, therefore, it does not qualify.

PRELIMINARY MATTERS

PWGSC's Motion for the Production of Information

14. On November 7, 2007, PWGSC filed a motion asking that the Tribunal order TPG to provide the Tribunal with responses to questions regarding when TPG had first heard the rumours, from whom it had heard them, and what actions it had taken when it first heard them. PWGSC also requested that it be allowed to delay filing the GIR until TPG had provided the requested information.

15. PWGSC was referring to section 5F of the Tribunal's complaint form that TPG used when it filed its complaint. In it, TPG stated the following:

On September 5, 2006 TPG submitted a proposal in response to the Request For Proposal for Engineering and Technical Support Services, Solicitation No. EN869-040407/A. IBM Canada was included in TPG's bid team and provided two of the three required reference project[s]

As a result of unconfirmed rumours that the project reference had not been contacted, on September 27, 2007, TPG sent an e-mail to IBM asking them to contact the references IBM had provided for the proposal to determine if they had been contacted by PWGSC in regards to the RFP

On October 5, 2007, TPG received a response from IBM stating that the references had not been contacted

Tribunal's Decision on the Production of Information

16. In order for the complaint process to operate in an efficient fashion, parties should not only follow the deadlines established by the *Regulations* and the *Canadian International Trade Tribunal Rules*,⁵ but also act expeditiously. In this case, PWGSC became aware of the contents of the complaint, which were the basis of its motion, when it was sent a copy of the complaint and the notice that the Tribunal intended to conduct its inquiry, on October 15, 2007. In filing its motion 23 days later, on November 7, 2007, and only 2 days before the due date of the GIR, PWGSC was not acting in a manner that promotes the efficient working of the complaint resolution process. Accordingly, the Tribunal denied PWGSC's motion and its associated request to delay the submission of the GIR.

TRIBUNAL'S ANALYSIS

Timeliness of Filing

17. TPG submitted that, due to the many interfaces between its staff and PWGSC, it had heard unsubstantiated rumours about the RFP on a "daily basis", which it characterized as "water-cooler talk". TPG submitted that, given the rulings of the Federal Court of Appeal⁶ and the Tribunal,⁷ it could not act upon the rumours until they had been substantiated. It argued that, had it brought forward a complaint without having received any type of official communication, that complaint would have been declared premature.

5. S.O.R./91-499.

6. *TPG Technology Consulting Ltd. v. Canada (Public Works and Government Services Canada)*, 2007 FCA 291 (CanLII) at para. 41 –where the Federal Court of Appeal stated that the Tribunal had to rely upon an ". . . authorized line of communication if the process is to meet the purposes of the Act"

7. *Re Complaint Filed by TPG Technology Group* (12 September 2007), PR-2007-033 (CITT). The complaint was not accepted for inquiry. The Tribunal stated that it ". . . [gave] no weight to anonymous and unverifiable sources of alleged serious wrongdoings"

18. PWGSC submitted that there is a positive burden on the part of TPG to ascertain, as quickly as possible, whether there is sufficient substance to rumours that may merit a complaint to the Tribunal. It submitted that the fact that TPG filed its complaint on the same date that it received the confirmation from IBM suggests that TPG knew the answer that it would be receiving.

19. CGI submitted that TPG had no reasonable explanation as to why it waited until September 27, 2007, to confirm the information regarding the reference checks. It submitted that TPG deliberately refused to provide the Tribunal with explicitly requested information, even though that information was within TPG's knowledge and control. CGI submitted that, as a result, the Tribunal should only draw inferences adverse to TPG and conclude that TPG learned or should have learned the basis of its complaint well outside the time limits specified in the *Regulations*.

20. The Tribunal finds that the complaint was filed in accordance with the time limits specified in the *Regulations*. The RFP specifies that, if reference checks were done, they would have to be done prior to the award of a contract. The Tribunal can find no provision in the RFP that required PWGSC to keep bidders informed of the various phases of its evaluation. Therefore, in the Tribunal's opinion, TPG had no way of knowing at what point PWGSC should have checked the references but, allegedly, failed to do so. Given this, the Tribunal finds that TPG could reasonably have waited until the contract was awarded to verify the rumours as to whether or not the reference checks had been conducted. Based on the evidence, TPG verified the rumours approximately one month prior to the contract award date, and it filed its complaint within 10 working days of receiving confirmation from IBM. The complaint was therefore filed in accordance with the time limits found in the *Regulations*.

Substance of the Complaint

21. 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*,⁸ the *North American Free Trade Agreement*⁹ and the *Agreement on Government Procurement*.¹⁰

22. 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.

23. 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:

...

8. 18 July 1994, C. Gaz. 1995.I.1323, online: Internal Trade Secretariat <http://www.ait-aci.ca/index_en/ait.htm> [AIT].

9. *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].

10. 15 April 1994, online: World Trade Organization <http://www.wto.org/english/docs_e/legal_e/final_e.htm> [AGP].

- 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

24. 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

25. 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

26. 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.

27. TPG submitted that, as result of the responses that PWGSC provided to questions 119, 180 and 187, PWGSC altered the evaluation criteria of the original RFP and became obligated to conduct reference checks as part of the technical evaluation. It submitted that PWGSC's reopening of the evaluation process, almost a year after the allegedly final results had been tabulated in November 2006 not only ignored the very basis of the complaint, that the evaluation methodology was changed as a result of the question and answer process, but also was highly irregular, contrary to standard practices within PWGSC and done in a fashion that did not allow the references adequate time to respond.

28. PWGSC submitted that its right to verify bidder information was not modified by questions and answers 119, 180, and 187. It submitted that these answers did not create a positive obligation on PWGSC to verify the mandatory requirement in regard to whether or not the bidders' reference projects were "fully out-sourced" as opposed to whether they included "function-based management". PWGSC submitted that, if its intention had been to significantly change the RFP, such that references would be for evaluation instead of verification purposes, then specific amendments to the wording of key RFP provisions A.13, A.26 and A.28 would be effected. It submitted that no such changes were made.

29. PWGSC submitted that, despite its position that verification of information through reference checks was the right of Canada, it took steps to verify the bidders' proposals in regard to the requirements identified by TPG. According to PWGSC, the results of this verification confirmed the initial evaluation results. PWGSC submitted that, in accordance with its interpretation of the Tribunal's determination in *SNC Technologies Inc.*,¹¹ verification of bidder information can be conducted by the Crown up until the time of the contract award. It submitted that, given this, it conducted a verification of bidder information by communicating with all bidders' references in regard to the mandatory criteria relating to "function-based management". According to PWGSC, the verification confirmed that CGI's proposal was the top-ranked proposal and that the standing of IBM's and TPG's proposals remained the same.

11. *Re Complaint Filed by SNC Technologies Inc.* (16 September 2005), PR-2005-010 (CITT).

30. CGI submitted that it agreed with PWGSC's position that answer 180 did not amend the express provisions of the RFP (i.e. A.13, A.26[b] and A.28 [g]), all of which provided that PWGSC *could* have contacted, but was not obligated to contact, bidders' references. It submitted that, in instances where PWGSC intended to make such a change, it signalled the import of such a change by including statements to that effect in further amendments to the RFP. It noted that no such statement was attached to answer 180. CGI submitted that answer 180 is simply a reiteration of the fact that PWGSC retained the discretion to verify any information in the bidders' proposals.

31. The Tribunal finds that sections A.13, A.26 and A.28 of the RFP clearly indicated that verification of the bidders' reference projects was optional and that section A.28(g) specifies that PWGSC could have chosen to verify only the top-rated proposal. However, in the Tribunal's opinion, by responding to question 180 with the words "... [v]erification of the nature of the project will be determined by the reference check ...", PWGSC amended the verification provisions of the RFP. In order to determine whether the mandatory requirement for reference projects in the RFP was met, PWGSC needed to determine the nature of the projects submitted by the bidders. In the Tribunal's view, the very broad wording of the answer to question 180 indicates that, contrary to the original scheme of the RFP, and contrary to PWGSC's position, the evaluation process was amended to require PWGSC to use a reference check for all bidders to determine whether this aspect of the mandatory requirements had been met. In this respect, the Tribunal found TPG's arguments persuasive.

32. Despite its interpretation of the reference check requirement, PWGSC did in fact perform or attempt to perform reference checks for all bidders' projects prior to the contract award. TPG takes the position that this check was inappropriate because it should have been done earlier, it had been done by a new evaluation team, the questions asked were inappropriate, and insufficient time had been given to the references to adequately respond.

33. The Tribunal notes that the RFP did not indicate in any detail how the reference check was to be performed. The Tribunal finds that, in taking into account the wording of sections A.13, A.16 and A.28 of the RFP, as amended by answer 180, PWGSC did not act unreasonably in the manner in which it performed the check.

34. The Tribunal notes that, in order to have been considered filed in accordance with the time limitations found in the *Regulations*, any complaint relating to the requirements in the RFP concerning the manner in which reference checks would be performed would have had to have been filed within 10 business days of when the applicable sections of the RFP were read by the potential suppliers.

35. In summary, the Tribunal considers that PWGSC was not unreasonable in its actions to perform the required reference check as part of its evaluation process. Accordingly, the Tribunal finds that the complaint is not valid.

Costs

36. The Tribunal awards PWGSC its reasonable costs incurred in responding to the complaint. The Tribunal has considered its *Guideline for Fixing Costs in Procurement Complaint Proceedings* (the *Guideline*) and is of the view that this complaint case has a complexity level corresponding to the medium level of complexity referred to in Appendix A of the *Guideline* (Level 2). The *Guideline* contemplates classification of the level of complexity of complaint cases based on three criteria: the complexity of the procurement, the complexity of the complaint and the complexity of the complaint proceedings. The complexity of the procurement was high, in that it included service and maintenance of a complex system of computers and computer systems. The complexity of the complaint was medium, in that the ground of

complaint involved the evaluation of rated criteria. Finally, the complexity of the complaint proceedings was medium, as there was a single motion, one intervener and no public hearing, the 90-day time frame was respected, but the parties were required to file information beyond the normal scope of proceedings. Accordingly, as contemplated by the *Guideline*, the Tribunal's preliminary indication of the amount of the cost award is \$2,400.

37. Finally, CGI submitted that the Tribunal should award CGI its costs on a solicitor and client basis. It argued that TPG's complaint was a direct attack on CGI's reputation, which therefore necessitated CGI's intervention in these proceedings in order to defend itself against what it claimed to be baseless allegations made by TPG.

38. The Tribunal will not award CGI its costs. Consistent with recent determinations,¹² the Tribunal finds that the intervener should not be awarded costs because it chose to intervene and brought no new significant substantive issues to the proceedings.

DETERMINATION OF THE TRIBUNAL

39. Pursuant to subsection 30.14(2) of the *CITT Act*, the Tribunal determines that the complaint is not valid.

40. Pursuant to section 30.16 of the *CITT Act*, the Tribunal awards PWGSC its reasonable costs incurred in responding to the complaint, which costs are to be paid by TPG. The Tribunal's preliminary indication of the level of complexity for this complaint case is Level 2, and its preliminary indication of the amount of the cost award is \$2,400. If any party disagrees with the preliminary indication of the level of complexity or the preliminary indication of the amount of the cost award, it may make submissions to the Tribunal, as contemplated by the *Guideline*. The Tribunal reserves jurisdiction to establish the final amount of the award.

Ellen Fry
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Presiding Member

Pierre Gosselin
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Member

Serge Fréchette
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Member

12. *Re Complaint Filed by Canadian North Inc.* (15 May 2007), PR-2006-026R (CITT); *Re Complaint Filed by Bosik Vehicle Barriers Ltd.* (6 May 2004), PR-2003-082 (CITT); *Re Complaint Filed by Bell Mobility* (14 July 2004), PR-2004-004 (CITT); *Re Complaint Filed by Northern Lights Aerobatic Team, Inc.* (7 September 2005), PR-2005-004 (CITT).