



Canadian International
Trade Tribunal

Tribunal canadien du
commerce extérieur

CANADIAN
INTERNATIONAL
TRADE TRIBUNAL

Procurement

DECISION AND REASONS

File Nos. PR-2009-044 and
PR-2009-045

1091847 Ontario Ltd.

*Decision made
Wednesday, September 16, 2009*

*Decision and reasons issued
Wednesday, September 30, 2009*

IN THE MATTER OF complaints filed under subsection 30.11(1) of the *Canadian International Trade Tribunal Act*, R.S.C. 1985 (4th Supp.), c. 47

BY

1091847 ONTARIO LTD.

AGAINST

THE DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES

DECISION

Pursuant to subsection 30.13(1) of the *Canadian International Trade Tribunal Act*, the Canadian International Trade Tribunal has decided not to conduct an inquiry into the complaints.

Ellen Fry
Ellen Fry
Presiding Member

Hélène Nadeau
Hélène Nadeau
Secretary

STATEMENT OF REASONS

1. Subsection 30.11(1) of the *Canadian International Trade Tribunal Act*¹ provides that, subject to the *Canadian International Trade Tribunal Procurement Inquiry Regulations*,² a potential supplier may file a complaint with the Canadian International Trade Tribunal (the Tribunal) concerning any aspect of the procurement process that relates to a designated contract and request the Tribunal to conduct an inquiry into the complaint. Subsection 30.13(1) of the *CITT Act* provides that, subject to the *Regulations*, after the Tribunal determines that a complaint complies with subsection 30.11(2) of the *CITT Act*, it shall decide whether to conduct an inquiry into the complaint.

2. On September 9, 2009, 1091847 Ontario Ltd. filed two complaints with the Tribunal under subsection 30.11(1) of the *CITT Act* concerning two Requests for a Standing Offer (RFSOs) for the provision of network equipment, Solicitation No. EN578-030742/G (PR-2009-044) and Solicitation No. EN578-030742/H (PR-2009-045), issued on behalf of various government departments.

3. 1091847 Ontario Ltd. raised 15 grounds of complaint and stated that the grounds are applicable to both RFSOs. The Tribunal will address each ground separately and, unless otherwise noted, its findings apply to both complaints.

4. Subsection 6(1) of the *Regulations* provides that a complaint shall be filed with the Tribunal “. . . not later than 10 working days after the day on which the basis of the complaint became known or reasonably should have become known to the potential supplier.” Subsection 6(2) provides that a potential supplier that has made an objection to the relevant government institution, and is denied relief by that government institution, may file a complaint with the Tribunal “. . . within 10 working days after the day on which the potential supplier has actual or constructive knowledge of the denial of relief, if the objection was made within 10 working days after the day on which its basis became known or reasonably should have become known to the potential supplier.”

5. In other words, a complainant has 10 working days from the date on which it first becomes aware, or reasonably should have become aware, of its ground of complaint to either object to the government institution or file a complaint with the Tribunal. If a complainant objects to the government institution within the designated time, 1091847 Ontario Ltd. may file a complaint with the Tribunal within 10 working days after it has actual or constructive knowledge of the denial of relief by the government institution.

6. Paragraph 7(1)(c) of the *Regulations* requires that the Tribunal determine whether the information provided by 1091847 Ontario Ltd. discloses a reasonable indication that the procurement has not been conducted in accordance with whichever of Chapter Ten of the *North American Free Trade Agreement*,³ Chapter Five of the *Agreement on Internal Trade*,⁴ the *Agreement on Government Procurement*⁵ or Chapter *Kbis* of the *Canada-Chile Free Trade Agreement*⁶ applies. In this case, all the trade agreements apply.

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

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

3. *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*].

4. 18 July 1994, C. Gaz. 1995.I.1323, online: Internal Trade Secretariat <http://www.ait-aci.ca/index_en/ait.htm> [*AIT*].

5. 15 April 1994, online: World Trade Organization <http://www.wto.org/english/docs_e/legal_e/final_e.htm>.

6. *Free Trade Agreement between the Government of Canada and the Government of the Republic of Chile*, 1997 Can. T.S. No. 50 (entered into force 5 July 1997). Chapter *Kbis*, entitled “Government Procurement”, came into effect on September 5, 2008.

GROUND 1

7. 1091847 Ontario Ltd. alleged that the Department of Public Works and Government Services (PWGSC) improperly awarded National Master Standing Offers (NMSOs) to existing Departmental Individual Standing Offer (DISO) holders without competition and did not give new suppliers an opportunity to compete.

8. On May 13, 2009, PWGSC issued Solicitation No. EN578-030742/G, which was to "... proceed to a refresh of the National Master Standing Offer of the Network Equipment System and Support ... to allow new offerors to qualify and be added to the list of the NMSO holders issued in October 2006 ...". On June 9, 2009, PWGSC issued Solicitation No. EN578-030742/H, which was to "... add new Categories of network equipment ...".

9. Solicitation Nos. EN578-030742/G and EN578-030742/H provide new suppliers with the opportunity to compete for an NMSO. In addition, the tender documents do not contain any apparent restriction on the number of possible standing offer holders or the order in which call-ups are to be offered to standing offer holders. Therefore, 1091847 Ontario Ltd. was unlikely to be detrimentally affected by the awarding of NMSOs to existing DISO holders without competition. Consequently, the Tribunal finds that the complaints, on this ground, do not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

GROUND 2

10. 1091847 Ontario Ltd. alleged that PWGSC must require all existing NMSO holders to bid on Solicitation No. EN578-030742/G if they want to be awarded a Network Equipment System and Support (NESS) NMSO based on this new RFSO.

11. Amendment No. 005 to Solicitation No. EN578-030742/G was issued by PWGSC on July 5, 2009. Question 28 reads as follows: "... under what circumstances an 'Existing NESS NMSO Holder' must submit a proposal, now in 2009 ...". The answer reads as follows: "An existing NESS Standing Offer holder is not required to submit a proposal unless they are requalifying an appliance that has evolved and is currently out of scope in terms of the original categorization or if they want to be [qualified] on a category where they are not [qualified] presently. ...".

12. The Tribunal considers that 1091847 Ontario Ltd. knew or reasonably should have known the basis of this ground of complaint on July 5, 2009, when amendment No. 005 was issued. In order to meet the requirements of section 6 of the *Regulations*, 1091847 Ontario Ltd. would have had to have filed its complaint (PR-2009-044) with the Tribunal or make an objection to PWGSC not later than July 20, 2009. According to 1091847 Ontario Ltd., it made an objection to PWGSC on July 23, 2009, which was beyond the prescribed time limit for making an objection. In addition, 1091847 Ontario Ltd. filed its complaint (PR-2009-044) with the Tribunal on September 9, 2009, which is beyond the prescribed time limit for filing a complaint. Consequently, with respect to ground 2 as it pertains to Solicitation No. EN578-030742/G, the Tribunal considers that the complaint (PR-2009-044), on this ground, was not filed in a timely manner.

13. With respect to ground 2 as it pertains to Solicitation No. EN578-030742/H, PWGSC issued a competitive procurement in the form of that solicitation to provide suppliers with the opportunity to add new categories of equipment. All suppliers, including standing offer holders, would have to bid in order to add new categories of equipment to the standing offer. Consequently, the Tribunal finds that the complaint (PR-2009-045), on this ground, does not disclose a reasonable indication that the procurement was not conducted in accordance with the applicable trade agreements.

GROUND 3

14. 1091847 Ontario Ltd. alleged that PWGSC failed to honour the terms of the DISOs.

15. According to the complaints,⁷ clause 7.3 of the DISOs read as follows:

Every two years (i.e. the anniversary date of the establishment of NESS DISOs and when they come-up for renewal), PWGSC will inform Industry through MERX GETS of the opportunity for new Offerors to become qualified NESS DISO Offerors.

The new Offeror qualification and evaluation of Offers processes will be identical to those detailed in NESS RFSO # EN578-030742/D.

16. 1091847 Ontario Ltd. submitted that, since the NESS DISOs started on November 1, 2006, PWGSC was obligated to inform the industry of the opportunity for new offerors to become qualified on the anniversary date, which was November 1, 2008. Instead, PWGSC awarded NMSOs to DISO holders without competition.

17. The Tribunal considers that 1091847 Ontario Ltd. knew or reasonably should have known the basis of its complaints on or about November 1, 2008, when it would have become aware that PWGSC did not inform the industry, as indicated in the DISOs. In order to meet the requirements of section 6 of the *Regulations*, 1091847 Ontario Ltd. would have had to have filed its complaints with the Tribunal or made an objection to PWGSC within 10 working days from the date on which it first became aware, or reasonably should have become aware, of its ground of complaint. According to 1091847 Ontario Ltd., it made objections to PWGSC on July 23, 2009 (Solicitation No. EN578-030742/G) and on July 31, 2009 (Solicitation No. EN578-030742/H), which were beyond the prescribed time limits for making objections. In addition, 1091847 Ontario Ltd. filed its complaints with the Tribunal on September 9, 2009, which is beyond the prescribed time limit for filing a complaint. Consequently, the Tribunal considers that this ground of complaint was not filed in a timely manner.

GROUND 4

18. 1091847 Ontario Ltd. alleged that PWGSC refused to answer legitimate operational questions during the Request for Volume Discount (RVD) process. It submitted that it discovered this ground of complaint while investigating the DISO call-up and RVD processes.

19. This ground of complaint pertains to events that happened in the past with respect to the existing DISO and does not appear related to the current procurements. The RVD process is part of the call-up process that occurs once a standing offer has been issued.

20. Subsection 30.11(1) of the *CITT Act* provides as follows:

Subject to the regulations, a *potential supplier* may file a complaint with the Tribunal concerning any aspect of the procurement process that relates to a designated contract and request the Tribunal to conduct an inquiry into the complaint.

[Emphasis added]

7. Complaint at 40.

21. The term “potential supplier” is defined in section 30.1 of the *CITT Act* as follows:
- “potential supplier” means, subject to any regulations made under paragraph 40(f.1), a bidder or prospective bidder on a designated contract.

[Emphasis added]

22. The definition of “potential supplier” in section 30.1 of the *CITT Act* requires that the phrase “a bidder or prospective bidder” not be read in isolation, but rather in reference to a particular “designated contract”.
23. There is no evidence that indicates that 1091847 Ontario Ltd. was a potential supplier under the DISO. Therefore, the Tribunal finds that 1091847 Ontario Ltd. is not a potential supplier and, therefore, does not have standing to file its complaints on this ground.

GROUND 5

24. 1091847 Ontario Ltd. alleged that PWGSC refused to provide the “OEM [Original Equipment Manufacturer] Justifications” to bidders and that “‘No Substitute’ justifications were used in the past as a hidden process to avoid competition” under the RFSOs for the DISOs. It requested that PWGSC be required to provide these justifications to bidders when requested under the RFSOs at issue.
25. The need for these justifications that is alleged by 1091847 Ontario Ltd. would only arise during the call-up process and, therefore, is not applicable at this stage of the procurement process. Consequently, the Tribunal finds that this ground of complaint does not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

GROUND 6

26. 1091847 Ontario Ltd. alleged that the “Equivalents” clause in the two solicitations⁸ is discriminatory, as the way in which PWGSC used it in the past allows any RVD requirement to be defined by the use of a particular brand name and model number. It submitted that, accordingly, the clause does not comply with Article 1008(2) of *NAFTA*.
27. Article 1008(2) of *NAFTA* provides as follows:
- ... each Party shall ensure that its entities:
- a. do not provide to any supplier information with regard to a specific procurement in a manner that would have the effect of precluding competition; and
 - b. provide all suppliers equal access to information with respect to a procurement during the period prior to the issuance of any notice or tender documentation.

28. Both solicitations at issue contain the conditions that would apply to allow bidders to propose equivalent products should a client specify a product by brand name. There is no reasonable indication that this clause violates the applicable trade agreements. Until such time as the government institution uses this clause, any concern that the clause could be acted on in a way that violates the trade agreements is purely speculative. Therefore, the Tribunal finds that, on this ground, the complaints do not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

8. Complaint, Exhibit A, Solicitation No. EN578-030742/G at 43 and Exhibit B, Solicitation No. EN578-030742/H at 47.

GROUND 7

29. 1091847 Ontario Ltd. alleged that the “RVD Response Time” clause in the two solicitations⁹ does not comply with Article 1012 (1) of *NAFTA*. It requested a 15-working-day response time rather than the 4 working days provided for in the solicitation.

30. Article 1012(1) of *NAFTA* provides that an entity shall “. . . in prescribing a time limit, provide adequate time to allow suppliers . . . to prepare and submit tenders . . .” and that, in determining a time limit, consistent with its reasonable needs, an entity shall “. . . take into account such factors as the complexity of the procurement, the extent of the subcontracting anticipated . . .”

31. The RVD response time clause states that the standard period for offerors to submit responses will be four working days; however, the clause also states that the period may be reduced or extended at the discretion of the PWGSC contracting authority. Accordingly, the Tribunal is of the view that there is not a reasonable indication that this clause violates the applicable trade agreements. Until such time as the government institution uses this clause, any concern that the clause could be acted on in a way that violates the trade agreements is purely speculative. Therefore, the Tribunal finds that, on this ground, the complaints do not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

GROUND 8

32. 1091847 Ontario Ltd. complained that PWGSC will not allow offerors to ask questions to the end-user department’s technical authority, even if those questions are submitted through the PWGSC contracting authority. The manner in which PWGSC handles questions from suppliers is within its discretion, subject to Article 1013(2) of *NAFTA*, which provides that an entity shall “. . . reply promptly to any reasonable request for relevant information made by a supplier participating in the tendering procedure, on condition that such information does not give that supplier an advantage over its competitors in the procedure for the award of the contract.” The trade agreements contain no obligation that would require PWGSC to forward questions to a departmental technical authority. Therefore, the Tribunal finds that, on this ground, the complaints do not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

GROUND 9

33. 1091847 Ontario Ltd. alleged that the “Demonstration or Compatibility Testing” clause in the two solicitations¹⁰ does not comply with Article 1008(1) of *NAFTA* and Article 504(3)(g) of the *AIT*. It submitted that, since the start of the DISOs on November 1, 2006, PWGSC has not allowed any testing and that, since testing is at the discretion of PWGSC, this has become a disguised means of avoiding competition.

34. Article 1008(1) of *NAFTA* provides as follows:

Each Party shall ensure that the tendering procedures of its entities are:

- a. applied in a nondiscriminatory manner; and
- b. consistent with this Article and Articles 1009 through 1016.

9. Complaint, Exhibit A, Solicitation No. EN578-030742/G at 41 and Exhibit B, Solicitation No. EN578-030742/H at 45.

10. Complaint, Exhibit A, Solicitation No. EN578-030742/G at 42 and Exhibit B, Solicitation No. EN578-030742/H at 46.

35. Article 504(3)(g) of the *AIT* was revoked on May 2, 2007, in the seventh protocol of amendment and, therefore, does not apply to actions of PWGSC in the given time frame.

36. The demonstration or compatibility testing clause indicates that it can be invoked at the discretion of PWGSC when an offeror proposes an equivalent product. 1091847 Ontario Ltd. appears to be asking that invoking this clause be made mandatory for PWGSC. Putting this discretion into the clause does not appear to violate any provision of the trade agreements. Regarding the manner in which the clause is used, until such time as the government institution uses the clause, any concern it could be acted on in a way that violates the trade agreements is purely speculative. Therefore, the Tribunal finds that this ground of complaint does not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

GROUND 10

37. 1091847 Ontario Ltd. alleged that the “Notification of RVD Results” clause in the two solicitations¹¹ does not comply with Articles 1015(6)(a) and (b) and Article 1015(7) of *NAFTA*, as PWGSC refused to honour the terms of the clause in the past. 1091847 Ontario Ltd. submitted that, in the past, PWGSC refused to meet with DISO holders for a debriefing on RVD results.

38. Article 1015 of *NAFTA* provides as follows:

6. An entity shall:
 - a. on request, promptly inform suppliers participating in tendering procedures of decisions on contract awards and, if so requested, inform them in writing; and
 - b. on request of a supplier whose tender was not selected for award, provide pertinent information to that supplier concerning the reasons for not selecting its tender, the relevant characteristics and advantages of the tender selected and the name of the winning supplier.
7. No later than 72 days after the award of a contract, an entity shall publish a notice in the appropriate publication referred to in Annex 1010.1 that shall contain the following information:
 1. a description of the nature and quantity of goods or services included in the contract;
 2. the name and address of the entity awarding the contract;
 3. the date of the award;
 4. the name and address of each winning supplier;
 5. the value of the contract, or the highest-priced and lowest-priced tenders considered in the process of awarding the contract; and
 6. the tendering procedure used.

39. Accordingly, the notification of RVD results clause applies after the RVD process has been completed. In examining the clause, the Tribunal concluded that, as written, it does not violate the applicable trade agreements, as it provides for appropriate information that will be provided to all offerors that respond to an RVD. Regarding the manner in which the clause is used, until such time as the government institution uses the clause, any concern that it could be acted on in a way that violates the trade agreements is purely speculative. Therefore, the Tribunal finds that, on this ground, the complaints do not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

11. *Ibid.*

GROUND 11

40. 1091847 Ontario Ltd. alleged that the “Equivalents” clause in the two solicitations,¹² which allows bidders to bid a specified brand name, model or part number, or an equivalent product, does not comply with Article 1007(3) of *NAFTA*. It submitted that government users should be able to define their requirements without specifying a brand name, model or part number. It submitted that the brand name specifications are not generally known in the industry and that the designation of a particular brand name alone in the solicitation documents does not provide a convenient point of reference. 1091847 Ontario Ltd. submitted that, in the past, PWGSC followed a strategy of not providing the technical specifications of the designated brand names and was in breach of the trade agreements.

41. Article 1007(3) of *NAFTA* provides as follows:

Each Party shall ensure that the technical specifications prescribed by its entities do not require or refer to a particular trademark or name, patent, design or type, specific origin or producer or supplier unless there is no sufficiently precise or intelligible way of otherwise describing the procurement requirements and provided that, in such cases, words such as “or equivalent” are included in the tender documentation.

42. Both solicitations at issue contain the conditions that apply when a client specifies a product by brand name. The Tribunal is of the view that, as written, this clause does not appear to violate the applicable trade agreements. The clause provides for the bidding of equivalent products, as contemplated by Article 1007(3) of *NAFTA*. Regarding the use of the clause, until such time as the government institution uses the clause, any concern that it could be acted on in a way that violates the trade agreements is purely speculative. Therefore, the Tribunal finds that, on this ground, the complaints do not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

GROUND 12

43. 1091847 Ontario Ltd. alleged that the “OEM Certification” clause in the two solicitations¹³ is restrictive. The clause requires offerors to submit, with their offers, a signed certification by the OEM (in the case where the offeror is not the OEM) which indicates to PWGSC that the OEM authorizes the offeror to supply its products under any resulting standing offer.

44. 1091847 Ontario Ltd. submitted that some OEMs only certify some of their favourite authorized suppliers, or sometimes certify only one supplier to submit bids for a specific solicitation or specific RVD, which does not allow other OEM-authorized resellers to participate.

45. The trade agreements do not appear to have any provisions that limit an OEM’s discretion to decide with whom it chooses to do business, since the requirements that they establish concern the actions of government institutions, not third parties. Consequently, the Tribunal finds that this ground of complaint does not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

12. Complaint, Exhibit A, Solicitation No. EN578-030742/G at 43 and Exhibit B, Solicitation No. EN578-030742/H at 47.

13. Complaint, Exhibit A, Solicitation No. EN578-030742/G at 23 and Exhibit B, Solicitation No. EN578-030742/H at 27.

GROUND 13

46. 1091847 Ontario Ltd. alleged that by refusing to hold a bidders' conference or provide a Letter of Interest (LOI) or a Request for Information (RFI) for these new RFSOs, PWGSC is in breach of Article 1008 of *NAFTA*. It submitted that there was an LOI, an RFI and a bidders' teleconference in 2006 and that it is of the view that suppliers that participated in those processes have an advantage over new bidders.

47. Any advantage that the 2006 bidders' conference may have given to those suppliers that participated is offset, to some extent at least, by the fact that the current RFSOs have provisions for bidders to ask questions regarding the procurement process and the products being sought. In addition, there does not appear to be any restriction on the number of suppliers that could be assigned a standing offer nor does there appear to be a ranking of the standing offer holders. Accordingly, the evidence does not indicate that bidders that qualified under the DISOs in 2006 compete with new bidders that seek to have themselves added to the NMSO. Therefore, the Tribunal finds that this ground of complaint does not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

GROUND 14

48. 1091847 Ontario Ltd. alleged that there are "... restrictive terms and conditions that only allow products from one OEM within a category, and do not even allow different [OEMs] in different categories." 1091847 Ontario Ltd. submitted that PWGSC has breached Article 1008 of *NAFTA* and Articles 504(3)(b) and (g) of the *AIT*, in that the proposed methodology will significantly limit competition.

49. Question and answer 62 in amendment No. 001 to Solicitation EN578-030742/G read as follows:

Q62. Should an Offeror wish to represent more than one OEM and offer products from more than one OEM in a single category, does Canada wish these submissions to be divided into separate proposals for each OEM – as the first iteration of the DISO instructed – or will Canada accept a single submission with multiple products offered in a category from more than one OEM?

A62. Due to the methodology utilized in evaluating the offers, a separate offer must be submitted for each OEM being proposed.

50. 1091847 Ontario Ltd. submitted that the above answer results in PWGSC eliminating the ability of bidders to submit proposals for multiple "best of breed" products within a category or in multiple categories from more than one OEM.

51. The above answer appears to indicate that PWGSC's required methodology for the submission of bids does not restrict a bidder from offering products from more than one OEM in a single category; rather, it appears to indicate merely that there must be separate documentation for each OEM. Consequently, given that provisions of the solicitations do not appear to be as described in the ground of complaint, the Tribunal finds that this ground of complaint does not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

GROUND 15

52. 1091847 Ontario Ltd. alleged that PWGSC refused to provide it with a report that shows the total number and dollar amounts of all NESS call-ups and RVD awards per OEM per category since November 1, 2006.

53. 1091847 Ontario Ltd. submitted that it requires this statistical information because its OEM suppliers have requested it and that they do not want to bid without it. 1091847 Ontario Ltd. submitted that not providing this information is in breach of Article 1015(7) of *NAFTA*. 1091847 Ontario Ltd. further submitted that none of the detailed information stated in Article 1015(7) has been published regarding call-ups under the DISO process which started on November 1, 2006.

54. Article 1015(7) of *NAFTA* provides as follows:

No later than 72 days after the award of a contract, an entity shall publish a notice in the appropriate publication referred to in Annex 1010.1 that shall contain the following information:

1. a description of the nature and quantity of goods or services included in the contract;
2. the name and address of the entity awarding the contract;
3. the date of the award;
4. the name and address of each winning supplier;
5. the value of the contract, or the highest-priced and lowest-priced tenders considered in the process of awarding the contract; and
6. the tendering procedure used.

55. The information that 1091847 Ontario Ltd. requested pertains to call-ups under a standing offer. The RVD notification clause lists the information that PWGSC will provide to all offerors that respond to an RVD. The report that 1091847 Ontario Ltd. requested is beyond the scope of both the RVD notification clause and Article 1015 of *NAFTA*.¹⁴

56. Consequently, the Tribunal finds that this ground of complaint does not disclose a reasonable indication that the procurements were not conducted in accordance with the applicable trade agreements.

DECISION

57. Pursuant to subsection 30.13(1) of the *CITT Act*, the Tribunal has decided not to conduct an inquiry into the complaints.

Ellen Fry
Ellen Fry
Presiding Member

14. For example, 1091847 Ontario Ltd. submitted that it requested a report from PWGSC which showed the total number of RVD awards per OEM Category.