



Canadian International
Trade Tribunal

Tribunal canadien du
commerce extérieur

CANADIAN
INTERNATIONAL
TRADE TRIBUNAL

Procurement

DECISION AND REASONS

File PR-2021-087

Testforce Systems Inc.

*Decision made
Tuesday, April 5, 2022*

*Decision and reasons issued
Tuesday, April 19, 2022*

IN THE MATTER OF a complaint filed pursuant to subsection 30.11(1) of the *Canadian International Trade Tribunal Act*.

BY

TESTFORCE SYSTEMS INC.

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 complaint.

Georges Bujold

Georges Bujold
Presiding Member

STATEMENT OF REASONS

[1] Subsection 30.11(1) of the *Canadian International Trade Tribunal Act*¹ (CITT Act) provides that, subject to the *Canadian International Trade Tribunal Procurement Inquiry Regulations*² (Regulations), a potential supplier may file a complaint with the Canadian International Trade 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.

SUMMARY OF THE COMPLAINT

[2] This complaint by Testforce Systems Inc. (TSI) relates to a request for proposal (RFP) (solicitation U4030-221601/A) issued by the Department of Public Works and Government Services (PWGSC), on behalf of the Department of Innovation, Science and Economic Development, for the supply of a compact antenna test range (CATR).

[3] TSI was awarded the contract for the solicitation in question. On February 23, 2022, upon discovery of errors in the evaluation process, PWGSC issued a stop-work order (SWO), as it determined that the proposal of another bidder, namely Felix Technology Inc., should have been the one recommended for contract award.

[4] TSI alleges that (i) PWGSC erroneously cancelled the contract that was awarded to it because, in its view, correctly evaluated, its proposal was the lowest compliant bid; and (ii) PWGSC improperly refused to provide the name of the manufacturer of the product which was offered by the bidder whose proposal was ultimately recommended for the award of the contract.

[5] For the reasons set out below, the Tribunal has decided not to conduct an inquiry into the complaint.

BACKGROUND

[6] On November 12, 2021, PWGSC published the RFP in question on [Buyandsell.gc.ca](https://buyandsell.gc.ca)³ as well as four amendments to the RFP on December 9, 16, 21 and 24, 2021. The solicitation closed on January 6, 2022, at 2:00 p.m. EST.

[7] On February 18, 2022, TSI was awarded the contract for the CATR (contract U4030-221601/001/PV).⁴

[8] On February 23, 2022, PWGSC issued a SWO regarding the contract awarded to TSI. On February 28, 2022, TSI requested further information with respect to the SWO.

[9] On March 2, 2022, PWGSC explained by email that it had made an error in its financial evaluation of the RFP. Thus, TSI's bid should have been ranked second. To correct the mistake,

¹ R.S.C., 1985, c. 47 (4th Supp.).

² SOR/93-602.

³ Online: <<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-PV-949-80560>>.

⁴ Online: <<https://buyandsell.gc.ca/procurement-data/contract-history/U4030-221601-001-PV>>.

PWGSC suggested terminating the contract by mutual consent and requested TSI to sign the termination by mutual consent form. TSI replied to PWGSC on March 4, 2022, and indicated that the termination is not by mutual consent and requested more details on the third-party bidder and its bid that is now considered to be ranked first and above TSI's.

[10] On March 9, 2022, PWGSC explained again that an error occurred in PWGSC's financial evaluation. The financial evaluation for the lowest bid was \$534,464.56, compared to \$580,450.00 for TSI.⁵ Therefore, the contract should have been awarded to the lowest bidder and not to TSI. The next day, TSI requested a copy of the procedure for termination as set out in the *Procedures Manual on Termination of Contracts* as well as the identity of the winning bidder. On March 15, 2022, PWGSC replied that the contract should have been awarded to Felix Technology Inc.

[11] On March 16, 2022, TSI informed PWGSC by email that it was considering challenging the contract award.⁶ On March 18, 2022, TSI sent a letter to PWGSC, officially contesting the award of the bid and protesting the results.⁷

[12] On March 21, 2022, TSI asked PWGSC to provide the name of the manufacturer of the CATR offered by the supplier that was the lowest bidder on item 1 as well as the submitted model number, and it requested that a SWO be issued to the company that was awarded the contract.

[13] On March 28, 2022, PWGSC acknowledged receipt of the letter dated March 18, 2022, in which TSI contested the award of the contract and informed TSI that it would not provide the manufacturer and model number of the product in the bid supplied by Felix Technology Inc., as it does not share the contents of suppliers' bids with other suppliers or the public in general.⁸

[14] On March 28, 2022, TSI submitted its complaint to the Tribunal. The next day, the Tribunal requested additional information, namely a completed procurement complaint form as well as a copy of all correspondence between TSI and the government institution.

[15] On March 30, 2022, TSI provided the Tribunal with the additional information requested, and its complaint was then considered to have been filed.⁹

ANALYSIS

[16] Pursuant to section 6 and 7 of the Regulations, after receiving a complaint that complies with subsection 30.11(2) of the CITT Act, the Tribunal must determine whether the following four conditions are met before it can conduct an inquiry:

- (i) the complaint has been filed within the time limits prescribed by section 6 of the Regulations;

⁵ Exhibit PR-2021-087-01.A at 22.

⁶ *Ibid.* at 17.

⁷ *Ibid.* at 14; Exhibit PR-2021-087-01 at 71.

⁸ Exhibit PR-2021-087-01.A at 10.

⁹ Paragraph 96(1)(b) of the *Canadian International Trade Tribunal Rules* provides that, in the case of a complaint that does not comply with subsection 30.11(2) of the CITT Act, the complaint is considered to have been filed "... on the day that the Tribunal receives the information that corrects the deficiencies in order that the complaint comply with that subsection."

- (ii) the complainant is a potential supplier;
- (iii) the complaint is in respect of a designated contract; and
- (iv) the information provided discloses a reasonable indication that the procurement has not been conducted in accordance with the relevant trade agreements.

[17] As mentioned previously, TSI raised two grounds of complaint. For the following reasons, the Tribunal finds that the conditions of inquiry are not met for both of TSI's grievances. Specifically, TSI's allegation that PWGSC erroneously cancelled the contract that was awarded to it as a result of the re-evaluation of the bids was not filed within the time limits set out by section 6 of the Regulations and, at any rate, the information provided did not disclose a reasonable indication that the procurement has not been conducted in accordance with the relevant trade agreements.¹⁰ As for the allegation that PWGSC improperly refused to provide the name of the manufacturer of the product which was offered by the bidder whose proposal was ultimately recommended for the award of the contract, the information provided similarly fails to disclose a reasonable indication of a breach of the relevant trade agreements. Each ground of complaint will be examined in turn.

Improper evaluation of proposals and cancellation of the contract that was initially awarded to TSI

[18] Pursuant to subsection 6(1) of the Regulations, a potential supplier must either raise an objection with the procuring government institution or file a complaint with the Tribunal no 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 supplier.

[19] Subsection 6(2) of the Regulations, in turn, 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."

[20] As mentioned above, PWGSC issued a SWO on February 23, 2022, regarding the contract that had been awarded to TSI as a result of this procurement process. It was not until March 2, 2022, that TSI was provided with information on the reason underpinning the SWO, that is, the discovery of an error in the evaluation process. Specifically, PWGSC explained that it made an error in its initial financial evaluation of the bids by considering pricing information that was to be excluded from this phase of the evaluation. As stated in the RFP, only the prices included in Table 1 (the CATR + delivery fees) of Annex B – Basis of Payment (Annex B) would be evaluated. The optional requirement (Table 2 of Annex B) was an option only and was therefore not supposed to form part of the financial evaluation, as indicated by the terms of section 4.1.2 of the RFP. As a result, TSI's bid should have been ranked second, not first, as was initially and mistakenly determined by PWGSC. To correct this mistake, PWGSC requested to terminate the contract by mutual consent.

¹⁰ The RFP indicates that multiple trade agreements apply to this procurement, including the Canadian Free Trade Agreement (CFTA) and the World Trade Organization (WTO) Agreement on Government Procurement (AGP).

[21] TSI refused to consent to the termination of the contract. Following the receipt of a letter asking for clarification and additional information on the bid that was now considered to be ranked first, on March 9, 2022, PWGSC informed TSI that, applying the methodology set out in the RFP, the financial evaluation for the lowest bid was \$534,464.56, compared to \$580,450.00 for TSI's bid.

[22] On March 10, 2022, TSI again requested more details on the bid that was going to be recommended for the award of the contract following the revised financial evaluation. On March 15, 2022, PWGSC indicated that Felix Technology Inc.'s bid would be recommended for the award of the contract. Subsequently, on March 17, 2022, PWGSC finally provided the full results of the evaluation of the bids to TSI, confirming that both TSI's and Felix Technology Inc.'s bids were compliant with the mandatory evaluation criteria and that no technical score could be provided, since there was no technical evaluation.¹¹ On March 18, 2022, TSI formally contested to the results of the evaluation of the bids and indicated that it was protesting the award of the contract to Felix Technology Inc. It also requested that a SWO be issued to Felix Technology Inc. on the grounds that the technical evaluation was not properly conducted.

[23] On March 28, 2022, PWGSC denied the relief requested by TSI. It reiterated that both TSI and Felix Technology Inc. were found to be responsive to all the mandatory technical criteria; that Felix Technology Inc. had the bid with the lowest evaluated price, making it the bid that was recommended for the award as per the process outlined in the RFP; and that there was no justification, other than price, which led to this result. Finally, PWGSC informed TSI that it would not provide TSI with the name of the manufacturer and model number of the product in the bid by Felix Technology Inc., stating the following: "Aside from the total evaluated price and the name of the successful supplier, Canada does not share the contents of suppliers bids with other suppliers or the public in general."¹²

[24] TSI's grievance in its complaint concerning PWGSC's evaluation of the bids is that its bid offered the lowest price *overall*, that is, when the price offered by the bidders for each of the two items referred to in the RFP—the CATR itself (which was the initial firm requirement) and the optional requirement for related software—is considered in the evaluation. Its position is that a financial evaluation of both the equipment purchased and the optional software needed to be conducted in order to award such a high dollar value contract and that, had PWGSC performed such an evaluation, it would have been awarded the contract. In essence, TSI is therefore challenging the evaluation procedure and basis of selection set out in the RFP.

[25] The Tribunal finds that, at the latest, TSI knew that PWGSC would not take into account the price offered for the optional requirement in its evaluation of the bids on March 2, 2022. On that date, PWGSC explained to TSI that, as stated in section 4.1.2 of the RFP, the financial evaluation should have been conducted by calculating the total aggregated bid price provided in Table 1 only (e.g. the price offered for the CATR and delivery fee), as required by Annex B of the RFP.¹³ Therefore, the basis for this ground of complaint clearly became known to TSI on March 2, 2022.

¹¹ PWGSC later clarified, on March 21, 2022, that when it stated that there was no technical evaluation, it meant that, besides the mandatory criteria (which were evaluated), there was no point-rated technical criteria to evaluate in order to give a score on the technical aspects of the bids.

¹² Exhibit PR-2021-087-01.A at 10.

¹³ *Ibid.* at 23.

[26] In fact, a review of the terms of the RFP makes it clear that the financial evaluation would be conducted by calculating the “Total Aggregated Bid Price” in accordance with the pricing provided in Annex B, which was to be arrived at by *only* taking into account the information provided by bidders in Table 1 of the annex. In addition to section 4.1.2 of the RFP, which expressly states that this was the evaluation methodology that would be followed, Annex B itself indicates that its Table 2, in which bidders were to provide a price for the optional requirement, was not part of the financial evaluation.

[27] In view of these unequivocal conditions set out in the RFP, it is open to the Tribunal finding that the basis for TSI’s complaint—that an evaluation of both the CATR and the optional requirement should be conducted—reasonably became known to it as early as the date of the closing of the RFP (e.g. January 6, 2022). At that time, in the absence of amendments to the evaluation procedure set out in the RFP, TSI ought to have known that the compliant bid offering the lowest evaluated price for the CATR only would be recommended for the award of the contract. If TSI wanted to challenge PWGSC’s choice to exclude the optional requirement from the financial evaluation, it should have done so within 10 working days of January 6, 2022.

[28] In this regard, bidders cannot adopt a “wait and-see attitude” in procurement complaints in which time is of the essence, and the procurement review process does not provide for grievances to be accumulated and then presented only when a proposal is rejected.¹⁴ At that time, it is too late to complain about perceived deficiencies in the conditions specified in the RFP or allege that the procuring entity should be held to standards or evaluate bids in accordance with procedures that are not set out in the solicitation documents. Accordingly, TSI’s allegation that the evaluation was flawed because PWGSC failed to consider the price offered for the optional requirement in determining the lowest evaluated price was not filed within the time limits set out by section 6 of the Regulations. To comply with this provision, it was incumbent on TSI to either make its objection to PWGSC concerning the evaluation procedure set out in the RFP or file a complaint with the Tribunal in this regard by January 20, 2022, at the latest.

[29] The Tribunal notes that its conclusion would remain the same even if it were to give TSI the benefit of the doubt and consider that the basis for this ground of complaint only became or reasonably should have become known to it on March 2, 2022, when PWGSC explained the basis for the cancellation of the contract and informed it of the error that led to the re-evaluation of the bids. In this scenario, TSI would have had 10 working days after March 2, 2022, to make an objection to PWGSC by requesting it to consider both the CATR and the optional requirement in the evaluation of the bids, or file a complaint with the Tribunal in this respect, in order to comply with section 6 of the Regulations. However, it was only on March 18, 2022 (12 working days after March 2) that TSI made an objection to PWGSC protesting the results of the evaluation.

¹⁴ *IBM Canada Ltd. v. Hewlett Packard (Canada) Ltd.*, 2002 FCA 284; *ADR Education v. Department of Public Works and Government Services* (18 October 2013), PR-2013-011 (CIIT) at para. 59.

[30] Even assuming that this objection covered the same alleged flaw in the procurement process than that subsequently raised with the Tribunal, it would therefore not have been made on time.¹⁵ This would mean that TSI could not benefit from subsection 6(2) of the Regulations, which extends the time limit for filing a complaint with the Tribunal to 10 working days after the day on which the potential supplier has actual or constructive knowledge of the denial of relief from the procuring entity. Indeed, by its clear terms, subsection 6(2) only applies provided that the complainant made its objection within 10 working days after the day on which it discovered the basis of its ground of complaint.

[31] In the absence of a timely objection, it is subsection 6(1) of the Regulations that would apply and, given that the complaint was filed with the Tribunal on March 30, 2022 (20 working days after March 2, 2022), this ground of complaint would still not have been filed within the time limit prescribed by the Regulations.

[32] In any event, for the sake of completeness, the Tribunal deems it useful to add that, even if this allegation had been raised in a complaint filed on time, the information provided by TSI does not disclose a reasonable indication of a breach of the relevant trade agreements.

[33] According to paragraph 7(1)(c) of the Regulations, the Tribunal must determine whether the information provided by the complainant, and any other information examined by the Tribunal in respect of the complaint, discloses a reasonable indication that the procurement was not conducted in accordance with the applicable trade agreements. The Tribunal has previously described the “reasonable indication” threshold as follows:

In procurement complaints, the party alleging that a procurement has not been conducted in accordance with the applicable trade agreements must provide some proof to support that claim. This is not to say that the complainant in a procurement dispute under one of the agreements has the burden of proving all necessary facts as a plaintiff generally does in a civil case. . . . However, the complainant must provide sufficient facts or arguments to demonstrate a reasonable indication that a breach of one of the trade agreements has taken place.¹⁶

[34] However, TSI has not filed any evidence that would call into question PWGSC’s determination that a *bona fide* error was made in the initial evaluation of the proposals which warranted the cancellation of the contract that had been wrongly awarded to TSI as a result.

¹⁵ On this issue, it warrants noting that, while TSI stated in its objection of March 18, 2022, that it was contesting the award of the contract to another bidder and protesting the results of the evaluation, the basis for its grievance at that time was not that that an evaluation of both the equipment purchased and the optional software should have been conducted. Rather, the basis for TSI’s objection was that there was no technical evaluation done by PWGSC to validate that the equipment proposed met all the technical specifications. This ground of complaint is different than the one subsequently raised with the Tribunal. In *Cougar Aviation Ltd v. Canada (Minister of Public Works and Government Services)*, 2000 F.C.J. No. 1946, Docket A-421-99, the Federal Court of Appeal upheld the Tribunal’s interpretation that subsection 6(2) of the Regulations applies only to those grounds of complaint to which an objection to the government institution expressly referred. Subsection 6(1) of the Regulations establishes the deadline for filing a complaint with the Tribunal on any other ground. It is therefore far from clear that subsection 6(2) is even relevant to this ground of complaint.

¹⁶ *Paul Pollack Personnel Ltd. o/a The Pollack Group Canada* (24 September 2013), PR-2013-016 (CITT) at para. 27, citing *K-Lor Contractors Services Ltd.* (23 November 2000), PR-2000-023 (CITT) at 6.

[35] The Tribunal has previously found that, upon discovery of errors in the evaluation process, the contracting authority must take appropriate steps to correct such errors. For example, in *Aerospace Facilities Group*, the Tribunal stated the following:

Tribunal decisions have also consistently found that, upon discovery of errors in the evaluation process, a contracting authority must take appropriate steps to correct such errors, in keeping with the terms of the solicitation and in a manner that preserves the integrity of the competitive procurement process. Thus, where evaluators become aware of errors in their initial evaluation and take appropriate steps to correct them, they ensure that the procurement process is carried out in compliance with the trade agreements. A recent Federal Court of Appeal decision upholding a Tribunal determination encourages procuring entities to cancel awards if there is an error in the award as this may be the very remedy that the Tribunal would recommend.¹⁷

[Footnotes omitted]

[36] In this case, in order to ensure to carry out the procurement process in accordance with the provisions of the relevant trade agreements, notably to comply with the fundamental requirement to adhere to the evaluation procedure and basis of selection set out in the RFP in assessing the bids and making a recommendation for the contract award, PWGSC was compelled to determine “. . . the Total Aggregated Bid Price in accordance with the pricing provided in Annex "B" – Basis of Payment (**table 1 only**)”, as set out in section 4.1.2 of the RFP. In other words, Table 2 of Annex B was for an optional requirement which was not supposed to form part of the financial evaluation. After realizing that it erroneously considered the pricing information for this optional requirement in its financial evaluation, PWGSC took appropriate steps to remedy the situation and avoid awarding the contract on the basis of an evaluation procedure that was not contemplated by the RFP.

[37] As a result, the Tribunal finds that TSI’s argument fails to disclose a reasonable indication that the procurement was conducted in a manner that is inconsistent with the relevant trade agreements.

Refusal to provide the name of the manufacturer of the product which was offered by the winning bidder

[38] TSI repeatedly asked for information on the identity of the winning bidder and details concerning its bid once PWGSC advised it of the cancellation of the contract on February 23, 2022. PWGSC only disclosed to TSI, on March 15, 2022, the name of the winning bidder following the re-evaluation of the bids. Within 10 days of that date, on March 21, 2022, TSI requested to be informed of the name of the manufacturer of the CATR that was offered by the lowest bidder and of the model number for the product. On March 28, 2022, PWGSC indicated that it would not provide the requested information. Applying subsection 6(2) of the Regulations to this ground of complaint

¹⁷ *Aerospace Facilities Group, Inc.* (12 October 2017), PR-2017-015 (CITT) [*Aerospace Facilities Group*] at para. 33. See also *Valcom Consulting Group Inc. v. Department of National Defence* (14 June 2017), PR-2016-056 (CITT) at para. 52; *Francis H.V.A.C. Services Ltd. v. Department of Public Works and Government Services* (2 September 2016), PR-2016-003 (CITT) at para. 40.

which is also referred to in TSI's complaint filed on March 30, 2022, the Tribunal finds that, as it relates to this grievance, the complaint was timely.¹⁸

[39] However, the Tribunal finds that, in the circumstances of this case, the information provided by TSI in respect of this ground of complaint does not disclose a reasonable indication that the procurement has not been conducted in accordance with the relevant trade agreements. Thus, the condition set out in section 7 of the Regulations is not met, which precludes the Tribunal from inquiring into this allegation.

[40] The applicable trade agreements do not impose on a procuring entity an obligation to provide the additional information of the type requested by TSI, such as the manufacturer and model number of the product in the bid submitted by another bidder. For example, article 516 of the CFTA and article XVI of the WTO-AGP, governing information to be disclosed to potential suppliers, provide as follows:

Article 516: Transparency of Procurement Information

Information Provided to Suppliers

1. A procuring entity shall promptly inform participating suppliers of its contract award decisions, and, on the request of a supplier, shall do so in writing. Subject to Article 517, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the procuring entity did not select its tender.

Publication of Award Information

2. No later than 72 days after the award of each contract covered by this Chapter, a procuring entity shall publish a notice on one of the tendering websites or systems designated by its Party. The information shall remain readily accessible for a reasonable period of time. The notice shall include at least the following:

- (a) a description of the goods or services procured;
- (b) the name and address of the procuring entity;
- (c) the name and address of the successful supplier;
- (d) the value of the successful tender;
- (e) the date of award; and
- (f) if limited tendering was used, the conditions and circumstances described in Article 513 that justified its use.

...

¹⁸ As noted above, when considering the 10 working-day time limit imposed by the Regulations, the various grounds of objection and grounds of complaint should be considered separately.

Article XVI — Transparency of Procurement Information

Information Provided to Suppliers

1. A procuring entity shall promptly inform participating suppliers of the entity's contract award decisions and, on the request of a supplier, shall do so in writing. Subject to paragraphs 2 and 3 of Article XVII, a procuring entity shall, on request, provide an unsuccessful supplier with an explanation of the reasons why the entity did not select its tender and the relative advantages of the successful supplier's tender.

Publication of Award Information

2. Not later than 72 days after the award of each contract covered by this Agreement, a procuring entity shall publish a notice in the appropriate paper or electronic medium listed in Appendix III. Where the entity publishes the notice only in an electronic medium, the information shall remain readily accessible for a reasonable period of time. The notice shall include at least the following information:
 - a. a description of the goods or services procured;
 - b. the name and address of the procuring entity;
 - c. the name and address of the successful supplier;
 - d. the value of the successful tender or the highest and lowest offers taken into account in the award of the contract;
 - e. the date of award; and
 - f. the type of procurement method used, and in cases where limited tendering was used in accordance with Article XIII, a description of the circumstances justifying the use of limited tendering.

...

[41] In this case, the evidence indicates that PWGSC complied with the requirement to provide TSI with basic information on the successful supplier and the value of its tender. PWGSC also provided TSI with an explanation of the reasons why it did not select its tender and the relative advantages of the successful supplier's tender, namely a lower aggregated bid price. Regarding the obligation to provide a "description of the goods or services procured" in the notice of award of the contract, the Tribunal notes that it does not go so far as mandating the disclosure of the name of the manufacturer of the goods in question, of the brand name or the model number. In any event, according to PWGSC's email of March 17, 2022, to TSI, the contract had yet to be awarded to Felix Technology Inc. at that time.¹⁹ In the absence of additional information on this issue, it is unclear that the requirement for the publication of award information in a formal notice has been triggered yet.

[42] Finally, the Tribunal notes that TSI's complaint does not contain an allegation that a non-compliant proposal was accepted and recommended for the award of the contract. Also, TSI did not provide any specific evidence that could support any such contention. In the absence of allegations of bias toward the winning bidder or of the non-compliance of the products offered by the

¹⁹ Exhibit PR-2021-087-01.A at 16.

winning bidder and, more importantly, of at least some evidence suggesting that PWGSC erroneously awarded the contract to a supplier that offered a product that failed to meet the mandatory technical criteria set out in the RFP, the Tribunal sees no basis to inquire into its refusal to disclose the name of the manufacturer of the CATR offered by Felix Technology Inc. and additional information on this product. The Tribunal requires more than general allegations of wrongdoing before it will proceed with an inquiry regarding requests that additional information on the successful bid be disclosed.²⁰

[43] For the foregoing reasons, the Tribunal finds that the complaint does not disclose a reasonable indication of a breach of the relevant trade agreements. Therefore, the Tribunal will not conduct an inquiry into this allegation.

DECISION

[44] Pursuant to subsection 30.13(1) of the CITT Act, the Tribunal has decided not to conduct an inquiry into the complaint.

Georges Bujold

Georges Bujold
Presiding Member

²⁰ *Shawmut Equipment of Canada, Inc.* (20 July 2018), PR-2018-012 (CITT) at para. 15.