



Canadian International
Trade Tribunal

Tribunal canadien du
commerce extérieur

CANADIAN
INTERNATIONAL
TRADE TRIBUNAL

Procurement

DECISION AND REASONS

File PR-2025-039
RE Gilmore Investment Corp.

*Decision made
Friday, October 24, 2025*

*Decision issued
Wednesday, October 29, 2025*

*Reasons issued
Thursday, November 13, 2025*

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

BY

RE GILMORE INVESTMENT CORP.

AGAINST

THE DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES

DECISION

RE Gilmore Investment Corp.'s (RE Gilmore) complaint relates to a request for proposal (solicitation WS4197968807) issued by the Department of Public Works and Government Services (PWGSC) for pension and pay communication products. RE Gilmore submitted five grounds of complaint with regard to PWGSC's procurement process: (1) material evaluation error; (2) misleading statement of work; (3) inconsistency with previous procurements; (4) lack of a defined transition period creating an unfair evaluation framework; and (5) PWGSC's failure to address material evaluation concerns during the debrief process.

With respect to grounds (1) and (5), the Tribunal finds that these grounds of complaint do not meet the condition of subparagraph 7(1)(c)(i) of the *Canadian International Trade Tribunal Procurement Inquiry Regulations* because they do not disclose a reasonable indication of a breach of an applicable trade agreement.

With respect to grounds (2), (3) and (4), the Tribunal finds that these grounds of complaint are time-barred. These grounds of complaint were not filed within the time limits prescribed by section 6 of the *Canadian International Trade Tribunal Procurement Inquiry Regulations*.

Therefore, 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.

Frédéric Seppey

Frédéric Seppey

Presiding Member

STATEMENT OF REASONS

SUMMARY OF COMPLAINT

[1] The complaint concerns a request for proposal (RFP) issued by the Department of Public Works and Government Services (PWGSC) for pension and pay communication products (solicitation WS4197968807).

[2] The complainant, RE Gilmore Investment Corp. (RE Gilmore), submitted the following five grounds of complaint relating to PWGSC's procurement process:

- material evaluation error;
- misleading statement of work;
- inconsistency with previous procurements;
- lack of a defined transition period creating an unfair evaluation framework; and
- PWGSC's failure to address material evaluation concerns during the debrief process.

[3] The Tribunal has decided not to conduct an inquiry into the complaint for the reasons stated below.

PROCEDURAL BACKGROUND

[4] On April 23, 2025, the RFP was published with a bid closing date of June 16, 2025.¹ RE Gilmore submitted its bid on June 16, 2025.²

[5] On September 22, 2025, PWGSC informed RE Gilmore that its bid was not selected for the contract award based on the financial evaluation component.³ On the same day, RE Gilmore sent an email to PWGSC requesting a debrief regarding PWGSC's decision.⁴

[6] On September 23, 2025, RE Gilmore sent another email to PWGSC to raise concerns regarding PWGSC's evaluation of the basis of payment, and the RFP's statement of work. In RE Gilmore's view, the second year of the initial contract period was not included in the total evaluated cost, as specified in the contract terms set out in the RFP. In RE Gilmore's view, this omission may have affected the fairness and validity of the award decision. In the same email, RE Gilmore noted that certain elements of the statement of work in the RFP were erroneous or out of date.⁵

[7] On September 24, 2025, PWGSC responded to RE Gilmore's emails of September 22 and 23, addressing the concerns expressed and indicated, in summary, that the contract was awarded in

¹ See the complainant's submission, Exhibit PR-2025-039-01, p. 6. Also see the tender notice on CanadaBuys, online: <https://canadabuys.canada.ca/en/tender-opportunities/tender-notice/ws4197968807-doc5102853585>.

² Exhibit PR-2025-039-01.B, p. 192–193.

³ Exhibit PR-2025-039-01, p. 185.

⁴ *Ibid.*, p. 190–191.

⁵ *Ibid.*, p. 188–190.

accordance with the requirements set out in the RFP and that the evaluation had been conducted consistently across all bids. PWGSC also explained that the basis of payment was designed to reflect the full scope of the initial two-year contract period as well as all option years.⁶

[8] Further to multiple email exchanges between RE Gilmore and PWGSC, a debrief meeting with RE Gilmore was held to attempt to clear any misunderstanding regarding how PWGSC evaluated its bids.⁷ On October 3, 2025, RE Gilmore emailed PWGSC a summary, from its perspective, of the matters discussed at the debrief. In that email, RE Gilmore reiterated its position that the evaluation was inaccurate and unfair, and noted that the RFP should be cancelled and reissued.⁸

[9] On October 6, 2025, PWGSC emailed RE Gilmore to reiterate that it conducted its procurement process in accordance with the solicitation documents and that the evaluation methodology was applied consistently across all bids. PWGSC also noted that the awarded contract would not be cancelled, and that the RFP would not be retendered.⁹

[10] On October 17, 2025, RE Gilmore filed a complaint to the Tribunal.¹⁰ At the request of the Tribunal, RE Gilmore submitted additional information on October 22, 23 and 24.¹¹ The Tribunal acknowledged receipt of RE Gilmore's complaint on October 27, 2025, and consider it complete and in compliance with subsection 30.11(2) of the *Canadian International Trade Tribunal Act* (CITT Act).¹²

ANALYSIS

[11] The CITT Act and Regulations prescribe a number of conditions that must be met before the Tribunal can conduct an inquiry into a complaint.¹³ The Tribunal assessed each of RE Gilmore's grounds of complaint against these conditions.

Ground 1 does not disclose a reasonable indication of a breach of trade agreements: PWGSC has applied the evaluation methodology set out in the RFP

[12] RE Gilmore's complaint is centred on its view that PWGSC misevaluated bids received by assessing a total evaluation cost that excluded the second year of the initial two-year contract period. In its complaint, RE Gilmore asserts that the evaluation spreadsheet includes four price lines: Year 1, Option Year 1, Option Year 2 and Option Year 3.¹⁴

[13] The Tribunal disagrees. A review of the financial bid spreadsheet that each bidder was required to fill out clearly indicates that bidders were asked to provide, for each procured item, prices for four periods: "Initial Contract", "Option Year 1", "Option Year 2" and "Option Year 3".¹⁵

⁶ *Ibid.*, p. 186–188.

⁷ See email exchanges from September 24 to October 1, 2025, Exhibit PR-2025-039-01, p. 186–197.

⁸ Exhibit PR-2025-039-01, p. 203–204.

⁹ *Ibid.*, p. 202–203

¹⁰ *Ibid.*; Exhibit PR-2025-039-01.A (protected).

¹¹ Exhibit PR-2025-039-01.B; Exhibit PR-2025-039-01.C (protected); Exhibit PR-2025-039-01.D.

¹² Exhibit PR-2025-039-03, p. 1–2.

¹³ See section 30.11 of the CITT Act and sections 6–7 of the Regulations.

¹⁴ Exhibit PR-2025-039-01, p. 6–7.

¹⁵ Exhibit PR-2025-039-01.B, p. 181–184.

Nowhere were bidders asked to provide a price for “Year 1”. In fact, the annex to the RFP titled “Basis of Payment”, stipulates that “prices are effective from the date of Contract award to the conclusion of Initial Contract Term”.¹⁶ This makes it abundantly clear that a single price is to be offered for the entire duration of the initial contract period.

[14] In addition, the financial bid spreadsheet allowed bidders to see how their bid would be evaluated. While bidders were only allowed to input the cells containing their offered prices, they could see how each value would influence the total evaluated price, as the spreadsheet included pre-populated cells in a column titled “quantity for evaluation purposes only”. This allowed bidders to see how a single item price would affect the total evaluated cost.

[15] The Tribunal fails to see how such a presentation of the evaluation methodology in the “Basis of Payment” annex could be in breach of any of the applicable trade agreements. Each bidder had to submit its financial bid using the same spreadsheet and each could see the resulting total evaluation price of its bid before submitting it to PWGSC. Evidence on the record indicates that PWGSC evaluated RE Gilmore’s bid as prescribed in the RFP.

[16] The Tribunal therefore concludes that this ground of complaint does not disclose a reasonable indication of breach of an applicable trade agreement.

Grounds 2 to 4 are late: RE Gilmore should have raised these issues before bid closing

[17] Grounds of complaint 2 to 4 were raised for the first time by RE Gilmore in a September 23, 2025, email to PWGSC.¹⁷ It is reasonable to consider that RE Gilmore should have been aware of these issues as early as when it had reviewed the RFP issued by PWGSC on April 23, 2025, and, at the latest, by the time it submitted its bid. It cannot be said that RE Gilmore only became aware of the alleged ambiguity upon learning of the results of the evaluation.

[18] The Tribunal has long established that prospective bidders must challenge perceived defects in a solicitation document at the earliest opportunity.¹⁸ Given the stringent deadlines imposed by the Regulations with respect to the filing of procurement complaints with the Tribunal, a prospective complainant cannot adopt a “wait and see” position. The complainant has 10 working days from the date on which it first becomes aware of its ground of complaint either to object to the contracting authority or to file a complaint with the Tribunal.¹⁹ If no objection is made to the government entity, or if no request is made for further clarification of tender requirements that appear ambiguous or otherwise problematic and a bid is still submitted, bidders may well find themselves out of time to later file a complaint, if their bid is unsuccessful.²⁰

¹⁶ *Ibid.*, p. 119.

¹⁷ Exhibit PR-2025-039-01, p. 197–198.

¹⁸ *Geofirma Engineering Ltd.* (19 September 2025), PR-2025-027 (CITT), para. 24; *Ramida Enterprises Ltd.* (9 January 2023), PR-2022-042 (CITT), para. 85.

¹⁹ Section 6 of the Regulations.

²⁰ *Properate (Lambda Science Inc.) v. Department of Public Works and Government Services* (13 June 2022), PR-2021-081 (CITT), para. 62; *Pacific Northwest Raptors Ltd. v. Department of Public Works and Government Services* (16 October 2019), PR-2019-017 (CITT), para. 29; *Temprano and Young Architects Inc. v. National Capital Commission* (26 February 2019), PR-2018-036 (CITT), paras. 21, 22; *Hewlett-Packard (Canada) Co. v. Shared Services Canada* (20 March 2017), PR-2016-043 (CITT), para. 86.

[19] The Tribunal has made it abundantly clear that bidders bear the onus of seeking clarification before submitting an offer.²¹ If RE Gilmore had any concerns or wanted to seek clarification with respect to the RFP, it should have done so *prior* to submitting its bid—that is, before June 16, 2025. Instead, it waited until September 23, 2025, to do so.

[20] As a result, these grounds of complaint are now time-barred, as they have been raised well beyond the time limits prescribed in the Regulations.

**Ground 5 does not disclose a reasonable indication of a breach of trade agreements:
PWGSC thoroughly engaged with RE Gilmore post-award regarding its concerns**

[21] This ground of complaint is based on RE Gilmore’s belief that PWGSC failed to address its concerns to its satisfaction during the debrief process. It invoked the transparency provisions of several trade agreements, including the CFTA, regarding the provision of meaningful and transparent debriefings to bidder.

[22] Article 516(1) of the CFTA requires a procuring entity to provide an unsuccessful supplier with an explanation of the reasons why the procuring entity did not select its tender.

[23] Documents submitted by the complainant clearly shows the extent to which PWGSC provided detailed explanations as to how it conducted the evaluation of the complainant’s bid and why it was not successful. In addition, PWGSC’s explanations were comprehensive and in line with the terms of the RFP. Therefore, the Tribunal considers that PWGSC’s applied itself in providing RE Gilmore with an explanation of its rejection of the bid submitted and substantially addressed the other concerns raised.

[24] The Tribunal therefore considers that this ground of complaint does not disclose a reasonable indication of breach of applicable trade agreements.

DECISION

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

Frédéric Seppey

Frédéric Seppey
Presiding Member

²¹ *Unincorporated joint venture between BEVA Global Management Inc., Enterprise Information Systems, Inc., FrancoExpert Inc. and ABCE Language School Inc.* (21 June 2022), PR-2022-014 (CITT), paras. 41–42, citing *Berlitz Canada Inc.* (18 July 2003), PR-2002-066 (CITT) and *Primex Project Management Ltd.* (22 August 2002), PR-2002-001 (CITT).