

# Office of the Procurement Ombud

Review of a Complaint:  
Acquisition of Workplace Misconduct  
Investigation Services by Environment  
and Climate Change Canada

May 2025



Government  
of Canada

Office of the  
Procurement Ombud

Gouvernement  
du Canada

Bureau de l'ombud  
de l'approvisionnement

Canada 

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## The Complaint

1. On November 30, 2024, the Office of the Procurement Ombud (OPO) received a written complaint from a Canadian supplier (the Complainant) regarding a call-up for workplace misconduct investigation services awarded by Environment and Climate Change Canada (ECCC; the Department). The call-up, which was issued under an Investigative Services National Master Standing Offer (NMSO), was valued at \$32,900.00 (taxes excluded).
2. ECCC initially contacted the Complainant to request their availability to conduct an investigation under the NMSO and, following a meeting to discuss the work, asked the Complainant to prepare a proposal. The Complainant submitted a proposal as requested. ECCC subsequently asked for changes to the proposal, including a shortened timeline. The Complainant advised that the timeline could not be shortened given the extensive scope of the work. ECCC then advised the Complainant that their services would not be required.
3. After advising the Complainant that their services would not be required, ECCC contacted another qualified supplier regarding the requirement. ECCC ultimately awarded a call-up to the other supplier for the required investigation services.
4. The complaint raised the following issue:
  - Did the Department follow the appropriate process to award a call-up against the Investigative Services National Master Standing Offer?
5. On December 2, 2024, OPO confirmed the complaint met the requirements of the [Procurement Ombudsman Regulations](#) (the Regulations) and it was considered filed.

## Mandate

6. This review of complaint was conducted under the authority of paragraph 22.1(3)(b) of the [Department of Public Works and Government Services Act](#) and sections 7 to 14 of the Regulations.
7. Pursuant to subsection 9(2) of the Regulations, the Procurement Ombud requested ECCC provide all Departmental records associated with the procurement and the award of the contract in question, as well as ECCC's procurement policies and guidelines in effect at the time of the solicitation. The Procurement Ombud also requested the Complainant provide any additional information not submitted as part of the complaint.
8. The chronology of events and the findings in this report are based on the records provided to OPO by the Complainant and ECCC, as well as relevant publicly available information. The failure by either the Complainant or ECCC to disclose any relevant records or information could impact the findings of this report.

## Background

9. A Standing Offer (SO) is a method of supply established to streamline the procurement of frequently used goods and services by federal departments and agencies where precise details related to the quantities or services to be rendered are not known in advance. An SO is not a contract. It is a continuous offer from a supplier to the department or agency that issued the SO, which allows that federal department or agency to issue call-ups for goods or services directly to the supplier that holds the SO. The call-up process incorporates the terms and conditions and pricing of the SO, and the call-up constitutes a binding contract.
10. A National Master Standing Offer (NMSO) is a type of SO that is issued for the use of all authorized departments and agencies. Both the issuing department (in this case Public Services and Procurement Canada (PSPC)) and client departments are authorized to make call-ups under the NMSO.
11. Following a competitive tendering process, multiple Investigative Services NMSOs were issued to qualified suppliers (also referred to as NMSO holders or Offerors). When purchasing workplace misconduct investigative services, the use of these NMSOs is mandatory. The NMSO specifies that, “due to the sensitivity, diversity and complexity of the nature of the services covered under the SO”, federal departments and agencies are free to select the Offeror of their choice and then issue a call-up on a non-competitive basis. Departments and agencies may conduct an interview with an Offeror; however, they are under no obligation to proceed with a given Offeror following the interview.

## Chronology of Events

12. On October 29, 2024, ECCC emailed the Complainant, asking if they would be available for a meeting to discuss a potential workplace investigation.
13. On October 30, 2024, ECCC called the Complainant to provide details of the case to be investigated and to ask for possible options for performing the work, which the Complainant provided.
14. On November 1, 2024, ECCC and the Complainant had a meeting. In an email sent after the meeting, ECCC asked the Complainant to prepare a proposal for one of the options presented by the Complainant (identified as Option 3). ECCC also requested that the investigation be completed before the end of February 2025.
15. On November 4, 2024, the Complainant emailed ECCC their proposal, which included a schedule to complete the work. According to the schedule, work would start on November 15, a preliminary report would be provided to the ECCC Project Authority by January 31, 2025 and the final report would be provided to the Project Authority by March 7, 2025.
16. On November 5, 2024, ECCC emailed the Complainant several questions and comments, and asked the Complainant to send a revised proposal. One of ECCC’s questions was whether it would be “possible to have the work completed in early January.” ECCC also stated they were available to meet the following day to clarify any questions.

17. On November 6, 2024, two ECCC employees separately called the Complainant regarding the completion date of the investigation. The Complainant advised both employees that the investigation could not be completed by January 2025 due to the fact that the allegations had not yet been identified, and since there were 15 witnesses to be interviewed.
18. Later on November 6, 2024, ECCC emailed the Complainant advising that their workplace investigation services would not be required, and thanked the Complainant for submitting a proposal.
19. On November 11, 2024, ECCC emailed a draft Statement of Work for the requirement to another supplier that was also qualified as an Investigative Services NMSO holder. In the email, ECCC stated that “timelines are negotiable, but our labor [sic] relations team is advising that this work should be conducted by the end of February if possible.”
20. On November 18, 2024, ECCC awarded call-up #3000791547 under the Investigative Services NMSO to the other supplier. The preliminary report was required to be delivered by January 15, 2025 and the end date of the call-up was March 31, 2025.

## Analysis of Issues and Findings

### Did the Department follow the appropriate process to award a call-up against the Investigative Services National Master Standing Offer?

21. The Complainant stated:

“On October 30, I received a call from [an ECCC employee] asking me if I was available for an investigation....She asked me the possible options, which I gave her. On November 1, I had a MS TEAMS meeting with [three ECCC employees]. [One of the ECCC employees] told me that she wanted to go with Option 3 – which is a disciplinary investigation. They provided me information about the case and they asked me to prepare a proposal.

On November 4, I sent a proposal detailing [sic] my proposal, with timelines and costs. On November 6, [an ECCC employee] asked for for [sic] some changes in the proposal and asked me if it was possible to shorten [sic] the deadline. She also called me and I told her that it was not possible to have this investigation [sic] completed [sic] by January 2025. [Another ECCC employee] also called and I told her the same, because of the fact that the allegations against the Responding Party were not identified and there wa [sic] 15 witnesses.

On November 6 at 3:47 pm, I received an email from [an ECCC employee] telling that my services were no longer required.

ECCC did not follow the process to award contract, namely: there were no criteria, scoring card, and due process [sic] was no [sic] followed. Despite having spend [sic] hours and given free advise [sic] to ECCC, my proposal was rejeted [sic] without reasons. This was an arbitrary decision unsupported by the facts.”

22. ECCC stated:

“The Call-up Procedures (Section 9 of Part A of the standing offer) state that given the sensitivity, diversity and complexity of the nature of the services, the Project Authority reserves the sole right for final selection of the Offeror for any contract resulting from any call-up made pursuant to the standing offer relating to the required services. The Project Authority may consider the following elements when selecting an offeror: language capabilities; Canadian city in which the resource has agreed to work without incurring travel and living expenses, as applicable; level of security clearance required to conduct the services required; and availability at the time stated in the work request.

It further states that the Project Authority will provide the Offeror with details of the work activities to be performed within the scope of this standing offer, including a description of the deliverables/reports to be submitted. Due to the nature of specific requirements, the Offeror may be interviewed by the Project Authority prior to issuance of a call-up for the services specified therein...The Government of Canada is under no obligation to enter into contract by placing a call-up subsequent to the interview.

Moreover, in accordance with the Treasury Board of Canada Secretariat’s Guidelines for Discipline and Environment and Climate Change Canada’s guidelines for suspected misconduct, the delegated managers must conduct an administrative investigation into the alleged misconduct as soon as possible after the relevant incident...it is strongly advised not to delay disciplinary action; a lengthy time gap between the breach of discipline and management’s response tends to dissociate the offence from the corrective action.

...

The process followed by Environment and Climate Change Canada with [the Complainant] aligns with the Call-up Procedures detailed in its standing offer to reserve the sole right, to the Project Authority, for final selection of the Offeror for any contract resulting from any call-up made pursuant to the standing offer relating to the required services. [The Complainant]’s proposal did not meet the full requirement of the Department, namely the time constraint. Therefore, on the grounds that Environment and Climate Change Canada did not follow the process to award a contract (namely there were no criteria, scoring card, and due process was not followed) and the proposal was rejected without reasons despite having spent hours and provided advice to the Department, [ECCC] submit[s] the Call-up Procedures of the standing offer accepted by [the Complainant]. As an additional rebuttal, the Call-up Procedures do not call for additional criteria or scoring card before directing the call-up to one of the pre-qualified offerors.”

## Analysis

23. The Investigative Services NMSO Section 9. Call-up Procedures states:

### “9. Call-up Procedures

Given the sensitivity, diversity and complexity of the nature of the services covered under the Standing Offer, the Project Authority reserves the sole right for final selection of the Offeror for any contract resulting from any call-up made pursuant to the Standing Offer relating to the required services.

**9.1** The Project Authority may consider the following elements when selecting an Offeror:

- a) Language capabilities;
- b) Canadian city in which the resource has agreed to work without incurring travel and living expenses, as applicable;
- c) The level of security clearance required to conduct the services required; and
- d) Availability at the time stated in work request.

**9.2** The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.

**9.3** Due to the nature of specific requirements, the Offeror may be interviewed by the Project Authority prior to issuance of a call-up for the services specified therein. All costs incurred in connection with interviews will be at the Offeror's expense. Canada is under no obligation to enter into contract by placing a call-up subsequent to the interview.

**9.4** The Offeror will submit a firm price, or a ceiling price, or a limitation of expenditure, a schedule indicating completion dates for major Work activities and submission dates for deliverables/reports with supporting details to the Project Authority. The proposal should be submitted to the Project Authority within three (3) business days of receiving the request."

24. Each of the Investigative Services NMSOs also included a catalogue, which is a document accessible only to federal government employees, and contains pricing information for the NMSO holders.

25. The Catalogue further states that:

"An **Identified User** (Project Authority) must provide to [sic] SO Offeror with details of the Work activities to be performed within the scope of this Standing Offer and a description of deliverables/reports to be submitted.

...

**Identified Users** can request multiple proposals for the purpose of determining the "**Right Fit**" and **timeline** required by the client. However, care should be taken so that the process cannot be construed as a mini-competition or perceived as such. **The Identified User (Project Authority)** has the sole right for the final selection of the Contractor.

**Canada is under no obligation to any SO Offeror to enter into contract by placing a Call-up subsequent to the interview, provision of Work Activities including Deliverables or obtaining a Proposal.**" (original emphasis)

## The Interview

26. The NMSO Call-up Procedures state that “the Offeror may be interviewed by the Project Authority prior to issuance of a call-up for the services specified therein.”
27. On October 29, 2024, ECCC emailed the Complainant to request a meeting “to discuss a work place investigation”. According to the Complainant, ECCC also telephoned them on October 30, 2024 to provide information about the case to be investigated, and requesting the possible options.
28. A meeting was then held virtually via Microsoft Teams on November 1, 2024. Neither ECCC nor the Complainant provided OPO with a documented record of this conversation. Following the meeting, ECCC emailed the Complainant, asking it if would be possible for them to submit a proposal for Option 3.
29. The NMSO’s Call-up Procedures allow for interviews to be conducted to assist Project Authorities in their selection of an Offeror to conduct investigative services. The Procedures do not prescribe the specific format of interviews (i.e. telephone call, videoconference), nor do they state the number of discussions that may take place as part of the interview process.
30. The Call-up Procedures further state that “all costs incurred in connection with interviews will be at the Offeror’s expense” and “Canada is under no obligation to enter into contract by placing a call-up subsequent to the interview”. These Call-up Procedures form part of the NMSO document, which the Offeror consents to when they sign the NMSO. Offerors should therefore expect that they will be required to cover any costs associated with any interviews related to potential call-ups.

## Selection of the Offeror

31. Section 9 of the NMSO contains the Call-up Procedures, which set out the process a department must follow in order to select an Offeror.
32. Section 9.1 states that the Project Authority may consider multiple elements when selecting an Offeror, including “availability at the time stated in the work request”.
33. Section 9.2 require the Project Authority to “provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.”
34. Section 9.3 further states that “the Offeror may be interviewed by the Project Authority prior to issuance of a call-up for the services specified therein.”
35. The NMSO Call-up Procedures also require Offerors to submit proposals to the Project Authority. Section 9.4 states that “the Offeror **will** submit a firm price, or a ceiling price, or a limitation of expenditure, a **schedule** indicating completion dates for major Work activities and **submission dates for deliverables/reports with supporting details** to the Project Authority.” (emphasis added)
36. The NMSO Catalogue further states that “**Identified Users** can request multiple proposals for the purpose of determining the “**Right Fit**” and **timeline** required by the client.” (original

emphasis) As mentioned above, the NMSO Catalogue was only accessible to federal government employees and therefore this information was not known by the Complainant.

37. According to the Complainant, ECCC telephoned them on October 30, 2024, to ask whether they were available for an investigation. The telephone call validated the Complainant's availability to conduct the requested Work, in accordance with Section 9.1 of the NMSO Call-up Procedures.
38. On November 1, 2024, ECCC emailed the Complainant, requesting a proposal for a formal investigation with 12-15 interviews and two confidential reports (preliminary and final). ECCC also asked the Complainant to provide deadlines for each major deliverable with the intent of completing the investigation as quickly as possible, and especially before the end of February 2025.
39. On November 4, 2024, the Complainant emailed ECCC a copy of their proposal. The proposal included an estimated investigation schedule outlining the key deliverables and their submission dates, as well as a proposed firm price for the work, reflecting the proposal requirements outlined in Section 9.4 of the Call-up Procedures. According to the estimated schedule, the preliminary report would be provided on January 31, 2025, and the final report would be provided on March 7, 2025, one week later than ECCC's requested deadline of the end of February 2025.
40. On November 5, 2024, ECCC emailed the Complainant, asking whether the work could be completed by early January. According to the Complainant, on November 6, they received two separate telephone calls from two ECCC employees. In both calls, the Complainant explained that it would not be possible to complete the investigation by January 2025, due to the fact that the allegations were not identified, and because there were 15 witnesses to interview.
41. ECCC requested the Complainant's availability for an investigation, and subsequently contacted the Complainant for an interview and requested a proposal based on their stated availability, in accordance with the NMSO's call-up procedures. Despite having indicated availability and despite ECCC's request for the work to be completed by the end of February, the Complainant's proposal dated November 4 indicates a start date of November 15 (11 days later) and an end date of March 7 (7 days after the requested end date).
42. However, after initially requesting a deadline of the end of February 2025, and after receiving the Complainant's proposal, ECCC subsequently shortened the requested deadline to early January 2025. When the Complainant explained that the revised deadline could not be met, ECCC informed the Complainant by email that their services would no longer be required.
43. Three working days later, on November 11, 2024, ECCC contacted another NMSO holder to arrange an interview. In their email, ECCC indicated that "timelines are negotiable, but our labor [sic] relations team is advising that this work should be conducted by the end of February if possible." However in the email sent by ECCC to the Complainant on November 1, 2024, ECCC suggested the proposal should be drafted "avec le but de terminer aussi rapidement que possible et surtout avant le fin février, 2025" [with the aim of finishing as quickly as possible and above all before the end of February 2025].

44. On May 13, 2021, Treasury Board's Directive on the Management of Procurement (DMP), which replaced the Treasury Board Contracting Policy, came into effect and was applicable at the time of this procurement. Section 4.4.3 of the DMP states that, when conducting industry engagement (such as seeking to identify the "right fit" Offeror), contracting authorities are responsible for "Communicating the rules of that engagement with all stakeholders involved."
45. In their response to OPO, ECCC indicated that the Complainant's proposal "did not meet the full requirement of the Department, namely the time constraint." ECCC also emphasized that there was a time constraint associated with the requirement, since their internal guidelines regarding suspected misconduct indicate that an administrative investigation must be conducted as soon as possible after the incident. The issue of timelines was further explored in an internal ECCC contract planning document, which stated "le travail requière [sic] les conseils et recommandations d'une tierce partie avec un expérience significative **dans le cadre d'un échéancier à court terme et serré.**" [the work requires the advice and recommendations of a highly experienced third party **within a short term and tight schedule.**](emphasis added)
46. ECCC did not communicate to the Complainant that their timeline was a de facto mandatory criteria in their selection of Offeror or that this was the reason for rejection of the Complainant's proposal. Further, there was no indication that a debrief was requested or provided and therefore there is no evidence that this basis for rejection of the Complainant's proposal was ever communicated to the Complainant prior to this complaint being launched.
47. It is also unclear why ECCC requested a shorter deadline after receiving the Complainant's proposal, considering that the original deadline (end of February 2025), as well as some flexibility on the timeline, was subsequently provided to the other supplier.
48. The Complainant advised ECCC that they were available to start the work; however, they indicated that the work could not be completed within the desired timeline. Although ECCC's emails requested a timeline, they were not definitive ("as quickly as possible" and "before the end of February 2025"), and ECCC did not explicitly inform the Complainant that timeline would be used as the primary criterion for selection.
49. In accordance with Section 4.4.3 of the DMP, ECCC would have needed to provide the Complainant with the knowledge of the weight it was applying to the timeline in its selection, and that failure to meet the timeline would result in rejecting the Complainant's proposal. By not informing the Complainant that the timeline ultimately formed a de facto mandatory criterion, ECCC did not disclose the manner in which the criteria would be used. Had ECCC communicated to the Complainant that the failure to meet the requested timeline would result in rejecting their proposal and pursuing proposals from additional suppliers, they would have fulfilled their obligations to the Complainant.
50. The DMP further emphasizes the importance of maintaining complete and accurate procurement records:
  - "4.10 Contracting Authorities are responsible for the following:
    - 4.10.1 Ensuring that accurate and comprehensive procurement records applicable to the contract file are created and maintained to facilitate management oversight and audit...

[...]

4.10.1.2 A record of individual assessments, consensus evaluation, relevant decisions, approvals, communications and dates.”

51. Documentation provided to OPO did not contain records or summaries of the multiple verbal conversations held with the Complainant, or of the decisions taken with respect to rejection of the Complainant’s proposal or of subsequently proceeding with the other supplier. This impacted OPO’s ability to determine ECCC’s rationale for changing the deadlines requested of the Complainant, as well as the rationale for the ultimate rejection of the Complainant’s proposal.

## Finding

52. Section 9.1 of the NMSO’s Call-up Procedures allow Project Authorities to consider the Offeror’s “availability at the time stated in the work request” in their selection. By telephoning the Complainant on October 30 to request their availability, ECCC followed the process outlined in Section 9.1 of the NMSO.
53. Section 9.2 of the NMSO’s Call-up Procedures require the Project Authority to provide the Offeror with details of the Work to be performed. ECCC outlined the details of the Work to be performed in their telephone calls and Microsoft Teams meeting with the Complainant, as well as in their emailed request for a proposal, which specified the number of interviews to be conducted and the requested deadline.
54. Section 9.3 of the NMSO’s Call-up Procedures allow for interviews to be conducted to assist Project Authorities in their selection of an Offeror to conduct investigative services. As such, ECCC’s telephone calls and Microsoft Teams meeting with the Complainant, whose purposes were specifically identified as discussing a possible investigation, were in accordance with the NMSO.
55. Section 9.4 of the Call-up Procedures further allow departments to request proposals to assist with Offeror selection. ECCC’s request for a proposal was in accordance with Paragraph 9.4 of the NMSO Call-up Procedures, and the content of the proposal submitted by the Complainant (containing the schedule and submission dates for deliverables) reflected the requirements stipulated in those procedures.
56. Finally, the NMSO Call-up Procedures state that “the Project Authority reserves the sole right for final selection of the Offeror.” As the other supplier’s proposal indicated a significantly shorter turnaround time than that of the Complainant, the decision to proceed with the other supplier also aligned with the guidance in the NMSO Catalogue, which indicates that multiple proposals can be requested to determine the Right Fit and timeline required by the client.
57. However, ECCC did not communicate to the Complainant that timelines were a de facto mandatory criteria for their choice of supplier. ECCC also shortened the requested deadline for the Complainant, and used the Complainant’s inability to meet that shortened deadline as a rationale for rejecting their proposal, but did not communicate this fact to the

Complainant. ECCC subsequently requested the original deadline from the another supplier, and offered some flexibility on dates – treatment that was not afforded to the Complainant.

## Conclusion

58. The Procurement Ombud found partial merit in the issue raised in the complaint that the Department did not follow an appropriate process to award the call-up. Although ECCC followed the call-up procedures outlined in Section 9 of the Investigative Services NMSO, the flexibility provided to the ECCC Project Authority by those procedures does not supersede their obligations to uphold the principles of fairness and transparency. At no time during the procurement process was the Complainant informed that there was a de facto mandatory date by which the work must be completed. ECCC did communicate its desire for the work to be completed by the end of February and later shortened the timeline when it asked the Complainant if it was possible to complete the work in early January. However, at no point was the completion date communicated as a mandatory requirement which, if not met, would lead to the exclusion of the Complainant from the work. Had ECCC communicated to the Complainant that the failure to meet the requested timeline would result in rejecting their proposal and pursuing proposals from additional suppliers, they would have fulfilled their obligations to the Complainant.

## Other Observations

59. As per subsection 12(1) of the Regulations, the Procurement Ombud is required to consider any relevant factors related to the procurement process in question when conducting a review of a complaint on the award of a contract.
60. The NMSOs were awarded by PSPC and are mandatory instruments, so ECCC must follow the procedures set out in those NMSOs. However, several observations were made regarding the structure of the NMSO documents themselves.
61. Each of the Investigative Services NMSOs included a Catalogue document, accessible only to federal government employees, which contained pricing information as well as supplemental guidance on selecting a Contractor namely by permitting the department to solicit multiple proposals (although not going as far as to constitute a mini competition) and introducing right fit and timeline as criteria in the final selection of the Contractor. This Catalogue is not referenced in the NMSO document itself, nor does it appear in the NMSO's Priority of Documents. For transparency purposes, it is recommended that all parts of the call-up procedures or guidance in the NMSO Catalogue be reflected in the NMSO document itself, so that Offerors are made aware of supplemental rules that NMSO users are applying when issuing call-ups to avoid issues like those raised by the Complainant in the future.
62. Additionally, OPO observed that neither the Request for Standing Offers (RFSO) nor the resulting Investigative Services NMSOs contained ranking methodologies. It is recommended that the NMSO be revised to clearly indicate the requirement for Departments

to include a justification for proceeding non-competitively when using the Investigative Services NMSOs.

63. In its review, OPO also observed a lack of clarity around several sections of the NMSO Call-up Procedures. For instance, Section 9.2 of the Call-up Procedures states that “The Project Authority will provide the Offeror with details of the Work activities to be performed within the scope of this Standing Offer including a description of the deliverables/reports to be submitted.” Since Departments are free to request multiple proposals, there is therefore a risk that a Department could use one Offeror’s proposal to better refine their requirement and then proceed to another Offeror. Departments should disclose the intent behind requesting the proposal, otherwise they risk a situation where they disqualify a given Offeror without a rationale.
64. The Procurement Ombud has written to PSPC to identify these as issues he recommends be corrected.

## Required Documentation

65. In its review of the documentation provided by ECCC, OPO was unable to locate a justification for the decision to proceed with a non-competitive call-up. In their clarifying response to OPO, ECCC stated that “With respect to non-competitive justification documents, Environment and Climate Change Canada did not document a formal sole source justification at the time of issuing the call-up. When raising the call-up, ECCC followed the Call-up Procedures described in Section 9 of the National Master Standing Offer document. These procedures do not specifically mention a requirement for a sole source justification...”
66. The Treasury Board Secretariat Contracting Policy Notice 2007-4 states that “Any use of the four GCR [*Government Contracts Regulations*] exceptions to competitive bidding should be fully justified by the contracting authority, with appropriate documentation placed on the contract file...”
67. All departments are reminded that, regardless of the exception under the *Government Contracts Regulations*, they must document the decision to proceed non-competitively in the procurement file.

## Compensation

68. In order to recommend payment of compensation to the Complainant, subsection 13(2) of the Regulations requires the following:

“If a competitive process was held, the complainant must have submitted a bid in respect of the contract to which the complaint relates, unless it was prevented from doing so because of the actions of the contracting department.”

69. As the Department solicited proposals from multiple suppliers, including the Complainant, and as the Complainant submitted a proposal, the Ombud may recommend payment of compensation in accordance with subsection 13(1) of the Regulations.
70. The Procurement Ombud noted that while the NMSO instrument itself may lack clarity regarding the Identified Users' determination of scope and the interview process, the Call-up Procedures explicitly stated that interviews are not a guarantee of a call-up and that the Offeror is solely responsible for all costs associated with the interview process and proposal drafting. ECCC followed the process outlined in the Call-up Procedures, however they did not communicate a de facto mandatory requirement regarding timelines to the Complainant. Had ECCC communicated to the Complainant that the failure to meet the requested timeline would result in rejecting their proposal prior to pursuing proposals from additional suppliers, they would have fulfilled their obligations to the Complainant.
71. At OPO's request, the Complainant provided the costs it incurred in preparing its proposal to respond to ECCC's emailed request of November 1, 2024, in the amount of \$800.00.

## Recommendation

72. In accordance with sub-paragraph 13(1) (b) of the Regulations, and in consideration of the above, the Procurement Ombud recommends ECCC pay compensation to the Complainant in an amount equal to 50 percent of its costs of submitting its bid. The Procurement Ombud recommends ECCC pay the Complainant \$400.00.