



# Supply Manual



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**Prepared by:**

**Acquisition Policy and Process Directorate  
Public Works and Government Services Canada**

# **Supply Manual**

## **Chapter 7**

### **Award of Contracts and Issuance of Standing Offers and Supply Arrangements**

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## Chapter 7 Award of Contracts and Issuance of Standing Offers and Supply Arrangements

### 7.1 Overview

(2010-01-11)

- (a) This chapter describes the process of contract award to a successful bidder, as well as the issuing of the authorization to use a standing offer or a supply arrangement received from a successful offeror or supplier. It also provides general instructions for release of information to the public about the results of the bid solicitation.
- (b) Before award/issuance of the document, the contracting officer must ensure that the following elements have been appropriately addressed:
  - (i) industrial security requirements (see [3.55](#) and [5.15](#));
  - (ii) vendor performance corrective measures (see [8.180](#));
  - (iii) supplier financial capability or financial security (see [5.60](#));
  - (iv) award/issuance is in accordance with the approval obtained and any exceptions to internal approval authorities (see article 1.1. of [Annex 6.4.1](#)).

### 7.5 Contract Award

(2010-01-11)

- (a) Contract award may take place at any time, after bid closing and completion of the evaluation, and before the bid validity expiry date. The contract document will depend on the type of bid solicitation.
- (b) A "purchase order" will be issued when quotations are received, either by way of a Request For Quotation (RFQ) or a telephone buy. If quotations were solicited by telephone, the supplier must confirm, in writing, the terms of the purchase order.
- (c) A "Your Tender/Proposal is accepted" document will be issued when tenders/proposals are requested, and the bid is received in writing and accepted. This type of document is used when the contract reflects those conditions proposed or agreed to in writing by the successful bidder. The document should make reference to the bid and any amendments to it.

*Note: Construction contracts are awarded under a true bid and acceptance process. The bidder submits the completed bid and acceptance form, and Public Works and Government Services Canada (PWGSC) sends an acceptance document.*

- (d) A "You are Requested" document is issued where the proposed contract may reflect a condition not agreed to in writing by the successful bidder. This type of contract constitutes a counter-offer by PWGSC, and must be accepted by the successful bidder in writing to constitute a legally binding contract.

*Note: The "You are Requested" documents, and in some cases purchase orders, are not contracts but only offers by PWGSC to potential contractors. Although a legal contract does not exist, such offers usually reflect the contracting officer's understanding of the conditions, which are agreeable to the successful bidder. If the successful bidder does not accept the PWGSC offer, or proposes modifications to the contract, the matter should be referred to Legal Services.*

- (e) *Formal Agreements.* Contracting officers must consult with Legal Services when considering this type of contract.

## 7.10 Issuance of Supply Arrangements and Standing Offers

(2010-01-11)

Following a Request for Standing Offers (RFSO) or a Request for Supply Arrangements (RFSA) process, an authorization document is issued, which gives contracting officers and client departments, when applicable, the authority to use the instrument. For more information on the use of these instruments, see 3.5, 3.15, 4.10.20 and 4.10.25.

### 7.10.1 Standing Offers

(2010-01-11)

- (a) The authorization document for standing offers, entitled "Standing Offer and Call-Up Authority", may take one of the following forms:
  - (i) a "National Master Standing Offer (NMSO)", which is generally issued for the use of all departments. PWGSC contracting officers and client departments are both authorized to make call-ups;
  - (ii) a "Departmental Individual Standing Offer (DISO)", which is generally issued for the use of a single client. Only PWGSC contracting officers are authorized to make call-ups. However, software DISOs, which are structured more like NMSOs, are an exception as they authorize the client to make call-ups;
  - (iii) a "National Individual Standing Offer (NISO)", which is generally issued for the use of a single client. Both PWGSC contracting officers and client department are authorized to make call-ups;
  - (iv) a "Regional Master Standing Offer (RMSO)", which is generally issued for the use of many clients within a specific geographic area; and
  - (v) a "Regional Individual Standing Offer (RISO)", which is generally issued for the use of a single client within a specific geographic area.
- (b) Call-ups must be made in accordance with the procedure set out in the standing offer and, in the case of multiple standing offers, in accordance with the call-up methodology described in all of the standing offers being referenced. Call-ups cannot exceed the contracting limit set out in the standing offer. For more information on allowable call-up limitations, see [4.10.20.1\(a\)](#)
- (c) A call-up against a standing offer carried out by an identified user constitutes acceptance of the offer. The standing offer (offer) and call-up (acceptance) form a binding contract between Canada and the offeror. Form [PWGSC-TPSGC 942](#) is the standard document for identified users to make call-ups against a standing offer. Form [PWGSC-TPSGC 944](#) (English only) is used for call-ups against multiple standing offers.

### 7.10.5 Supply Arrangements

(2010-01-11)

- (a) The authorization to use a supply arrangement will take the form of a supply arrangement document that is generally issued for use by all client departments. Client departments may or may not be authorized to award contracts or issue bid solicitations. If authorized, they will award contracts under their own contracting authority within their own financial contracting authority. For contracts beyond client departments' contracting authority, PWGSC will be the contracting authority.

- (b) Resulting contracts must be awarded in accordance with the procedures, and within the contracting limits, described in the supply arrangement.

### **7.15 Legal Entity**

(2010-01-11)

- (a) Whatever the form of procurement document, the contracting officer must ensure that it is with a supplier that is a legal entity having the legal capacity to contract, and that the supplier's legal name is used.
- (b) Possession of a Procurement Business Number (PBN) is not equivalent to having the legal capacity to contract. The contracting officer must still verify that the supplier has the legal capacity to contract.
- (c) For example, a contract may not be awarded to a division of a corporation, as it is not a legal entity. Be aware that computerized source lists may include an abbreviated name for a supplier. In some cases, a legal entity (for example a numbered company) will use a business name to do business. In such cases, the legal name (the number of the company) must be used and it could be followed by "doing business as \_\_\_\_\_ (*insert the business name*)".

### **7.20 Letter of Intent**

(2010-01-11)

- (a) When the timely delivery of goods or services would be jeopardized by lengthy negotiations, a Letter of Intent authorizes commencement of the work before the contract is awarded. It is a binding commitment to place a contract with a designated supplier.
- (b) Letters of Intent can only be used in exceptional circumstances, and must not be issued without prior approval of the Deputy Minister (DM).
- (c) A Letter of Intent is issued subsequent to DM approval of the conditions already agreed to by the proposed contractor, but before obtaining contract approval of all the conditions of the proposed contract.
- (d) Letters of Intent are prepared by Legal Services with the cooperation of the contracting officer.
- (e) No contractual commitment may be made that would constitute the first step of a procurement that might require subsequent Treasury Board approval.
- (f) The Letter of Intent must accurately describe the work authorized, state the maximum liability of Canada, expressed as funds to be spent by the contractor, and specify how the payment will be made. The contract serial number that will be assigned to the subsequent contract must be indicated on the Letter of Intent.
- (g) After DM approval is received, the original Letter of Intent must be signed by the appropriate contract signing authority and distributed in the same manner as a contract.
- (h) On completion of negotiations of all the conditions of the proposed contract, the contract approval document will be submitted for review and approval at the appropriate level.
- (i) The contracting officer must clearly indicate in the contract that the work authorized under the Letter of Intent is not to be duplicated.

### **7.25 Go-Ahead Letters**

(2010-01-11)

Go-ahead letters may be issued after obtaining final approval of the contract approval document, provided all appropriate conditions of the proposed contract are known and accepted by the proposed contractor. Go-ahead letters are subject to the appropriate signing authorities. After issuing the go-ahead letter, the contract must be sent to the contractor in a timely manner.

### 7.30 Procurement Reporting and Posting of Award Notices

(2010-01-11)

- (a) Contracting officers must ensure that procurement reporting is accurate as the information is used in the reports below, which are required to meet legal, policy, corporate and parliamentary needs. Documentation includes:
  - (i) posting award notices on Government Electronic Tendering Service (GETS);
  - (ii) annual government-wide "[Purchasing Activity Reports](#)";
  - (iii) Business Access Canada "[Contract History](#)" database;
  - (iv) Comprehensive Land Claim Agreement [contract reporting](#);
  - (v) [Procurement Strategy for Aboriginal Business reporting](#);
  - (vi) coverage by trade agreements.
  
- (b) For all procurements posted and contracts awarded through the Automated Buyer Environment (ABE), award notices are generated automatically through ABE and posted on GETS when the contracting officer releases the Procurement Summary. If the "National Security" box is checked, then an award notice will not be posted. For further information on completing the Procurement Summary, see the [ABE Blue Book](#).  
  
*Note: When the procurement is not in ABE for reasons related to national security or other reasons, contracting officers must still create an award notice, if required, using the GETS on-line notice creation tool.*
  
- (c) For procurements subject to the international trade agreements, an award notice must be posted on GETS within 72 days of contract award. Although there are no minimum time periods identified for the [Agreement on Internal Trade](#) (AIT), the 72-day limit applies for reasons of consistency.
  
- (d) The following information is also posted on the [Business Access Canada](#) Web site when the contracting officer releases the ABE Procurement Summary or the non-ABE electronic coding sheet, as applicable:
  - (i) contracts for goods and services purchased by PWGSC for PWGSC and other departments and agencies;
  - (ii) call-ups against DISOs, and
  - (iii) standing offers (total estimated dollar value) issued by PWGSC.
  
- (e) The following information is not posted on [Business Access Canada](#) Web site:
  - (i) contracts for goods and services purchased by other departments, agencies and Crown corporations;

- (ii) contracts subject to national security exception, for those cases where an award notice cannot be posted;
- (iii) call-ups against most standing offers made by client departments, and
- (iv) contracts issued by the Information Technology Services Branch.

### **7.35 Notification to Unsuccessful Bidders/Offerors/Suppliers**

(2010-01-11)

Contracting officers should notify unsuccessful bidders/offerors/suppliers as soon as possible after contract award and issuance of a standing offer or supply arrangement. Samples of regret letters are provided in [Annex 7.1](#).

### **7.40 Debriefings to Unsuccessful Bidders/Offerors/Suppliers**

(2010-01-11)

- (a) Bidders/offerors/suppliers should be informed that they will be advised of the outcome to the solicitation following contract award (upon request). A notice that the bidders/offerors/suppliers may request a debriefing about the results of the solicitation and the way in which their bid was evaluated should be included in every solicitation.
- (b) Debriefings can educate bidders/offerors/suppliers regarding how their bids can be improved so those lessons can be applied in response to future opportunities. Therefore, the information provided should be sufficient to assist each bidder/offeror/supplier in understanding why their bid/offer was not considered, which may assist them in responding to future solicitations. Debriefings also demonstrate to bidders/offerors/suppliers that the federal government contracting process is fair, open, and transparent. Through debriefings, contracting officers may also be able to improve future solicitations by using the feedback provided by bidders/offerors/suppliers.
- (c) Debriefings should be requested by the bidder/offeror/supplier within 15 working days of their receipt of the notification that they were unsuccessful. Debriefing information should be made available to the unsuccessful bidder/offeror/supplier soon after being requested but only after contract award or issuance of a SO or SA. Efforts should be made by the contracting officer to provide the information within 10 working days from the date the request was received. In providing debriefing information, care must be taken to protect the confidentiality of information relating to other bids/offers/arrangements. The release of information relating to other bids/offers/arrangements by contracting officers must comply with the disclosure of information outlined in [7.45](#). Contracting officers should keep a record of the debriefing information provided, including, but not limited to, minutes or a record of any meeting and comments and suggestions from the bidder/offeror/supplier.
- (d) There are three approaches that may be used for debriefings:
  - (i) in writing,
  - (ii) by telephone, or
  - (iii) in person.
- (e) The approach should be tailored by the contracting officer to the complexity and dollar value of the procurement; however, as a minimum, the contracting officer should provide a written debriefing, which can be combined with a regret letter. In any written debriefing, the contracting officer should advise the bidder/offeror/supplier who can be contacted for further information. If a bidder/offeror/supplier requests additional information, the contracting officer should consider the most effective method of providing that information, which may be in writing, by telephone, or in

person. The contracting officer should also consider any request from the bidder/offeror/supplier to provide the information in a particular way, as well as factors such as the complexity and dollar value of the procurement.

- (f) A debriefing should include:
- (i) the name of the successful bidder/offeror/supplier;
  - (ii) the value of the contract as awarded or the SA or SO as issued;
  - (iii) the overall evaluation result of the successful bidder/offeror/supplier,
  - (iv) an outline of the reasons the bidder/offeror/supplier was not successful, making reference to the evaluation criteria and selection methodology;
  - (vi) where appropriate, very general information on the relative strengths of the successful bid/offer, ensuring that any such statements do not provide any confidential commercial information.
- (g) If requested by the unsuccessful bidders/offerors/suppliers, the contracting officers should provide the following general information about the judicial and quasi-judicial bodies to which bid protests can be made. For any given procurement, one or more of the following avenues may be available to a supplier that wishes to make a claim regarding the conduct of the procurement:
- (i) The **Canadian International Trade Tribunal (CITT)**: Whether or not the CITT has jurisdiction to conduct an inquiry regarding any particular procurement will depend on factors such as the government institution conducting the procurement, the estimated value of the procurement, and the nature of the goods, services or construction services being procured.  
  
More information can be obtained by visiting the [CITT Website](#) and the Web page "[How to File a Complaint](#)".
  - (ii) The **Office of the Procurement Ombudsman (OPO)**: If the value of the procurement is below the monetary thresholds established under the *Agreement on Internal Trade*, the OPO may have jurisdiction to conduct a review.  
  
More information can be obtained by visiting the [OPO Website](#) and the Web page "[Making a Complaint](#)".
  - (iii) An **Application for Judicial Review at Federal Court**: Visit the [Federal Court Website](#) and the Web page "[Information for Litigants](#)".
  - (iv) An **Action in a Provincial Superior Court or in Federal Court**: Each province has a provincial superior court.

**NOTES:**

*Suppliers may wish to consult with a lawyer regarding the appropriate forum for bringing a bid protest in any given case.*

*Suppliers should note that there are strict deadlines for bringing bid protests, and the time periods vary depending on where the bid protest is brought.*

- (h) A written debriefing is usually done in the form of a Regret Letter sent out to each unsuccessful bidder/offeror/supplier. If a Regret Letter is used to provide the debriefing information required to satisfy any trade agreement obligations, the contracting officer is required to provide the specific provisions required by the applicable trade agreements. The information that will need to be provided to satisfy this obligation will depend on the circumstances.
- (i) If a fairness monitor was used during the evaluation process, then the contracting officer must

advise the fairness monitor and request its presence during any telephone or in-person debriefings.

- (j) If a legal counsel is to accompany the supplier to any in-person debriefing or participate in a telephone debriefing, the contracting officer must advise Legal Services and discuss their participation in the debriefing.

### 7.45 Disclosure of Information

(2010-01-11)

- (a) The following information can be released by contracting officers on a routine basis, after award of a contract or issuance of a Standing Offer or Supply Arrangement:
  - (i) for all solicitations for goods and services, the name of the successful and unsuccessful bidders/offerors/suppliers, responsive and non responsive, together with the total evaluated price of the successful bidder/offeror/supplier and total score, if applicable. Since information on bidders/offerors/suppliers who are individuals may qualify for exemption under the *Privacy Act*, such requests should be directed to the Access to Information and Privacy Office as indicated in [7.45\(b\)](#);
  - (ii) for all goods and services requirements subject to public opening, information which was released at the public opening of bids; for example, name of each bidder and the total amount of each bid; and
  - (iii) individual unit pricing information including labour rates contained in standing offers (see instructions at [7.45\(c\)](#)).
- (b) The following types of requests for bid, contract or standing offer and supply arrangement information should be referred to the [Access to Information and Privacy Office](#):
  - (i) names of bidders/offerors who are individuals and the content of their bids/offers, including prices, since such information may be subject to an exemption under the [Privacy Act](#);
  - (ii) copies of bids/offers, including any accompanying catalogues, handbooks or pricing guides;
  - (iii) copies of contracts, purchase orders or standing offer documents, including any accompanying PWGSC-produced catalogues, handbooks, or acquisition guides;
  - (iv) bid and contract information pertaining to classified requirements;
  - (v) information contained in bids/offers/arrangements that have been cancelled or superseded by later bids/offers;
  - (vi) individual unit pricing pertaining to contracts or purchase orders for goods and services and construction; and
  - (vii) any other information not covered in (a) above.

Any disclosures not referred to the Access to Information and Privacy Office should first be discussed with Legal Services.
- (c) To ensure a consistent approach to the public disclosure of information, PWGSC will release on a routine basis the unit prices and labour rates contained in standing offers for goods and services. Offerors must be informed of PWGSC's intention to disclose unit prices and labour rates

contained in successful offers in the event of a resulting standing offer. General conditions [2005](#) of the *Standard Acquisition Clauses and Conditions* (SACC) Manual include a provision to this effect.

*There may be circumstances where the provisions related to the disclosure of information, as set out above, cannot be applied. Such circumstances must be handled on a case-by-case basis and would require the approval of the manager or higher, depending on the approval authority, before issuing the RFSO or RFSA.*

### 7.50 Bid and Contract Security

(2010-01-11)

- (a) Surety bonds lapse automatically on expiration of the purpose or period for which they were required. Security deposits (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit) must be returned to bidders. The bidder must return the letters of credit to the issuer to complete the discharge.
- (b) Lapsing of surety bonds or return of security deposits (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit) must occur in the following way for all requirements **except** construction:
  - (i) for all bidders, at the expiration of the bid validity period, either as originally set or as extended;
  - (ii) for unsuccessful bidders, prompt notification or return of a security deposit, immediately after a contract is awarded, is essential in such cases so as not to constrain their ability to make new bids;
  - (iii) for a successful bidder, if no contract security is required, immediately upon award of a contract or, if contract security is required, once the contract security is received; and
  - (iv) if contract security is required, the contract must be awarded before bid security lapses, if applicable, but not before the contract security has been received.
- (c) Lapsing of surety bonds, or return of security deposits (government guaranteed bonds, bills of exchange, irrevocable standby letters of credit) for construction requirements must occur as soon as practical following:
  - (i) the bid solicitation closing date, for those bidders submitting non-compliant bids;
  - (ii) the administrative bid review, for those bidders submitting compliant bids ranked fourth to last on the schedule of bids;
  - (iii) the award of contract, for those bidders submitting the second and third ranked bids; and
  - (iv) the receipt of contract security from the successful bidder; or
  - (v) the cancellation of the bid solicitation, for all bidders.
  - (vi) If one or more of the bids ranked third to first is withdrawn or rejected for whatever reason, then Canada should reserve the right to hold the bid security of the next highest ranked compliant bid in order to retain the bid security of at least three valid and compliant bids.
- (d) For construction services requirements, if contract security is required, the security must be received within 14 days after contract award and before bid security lapses.

### 7.55 Industrial Security Requirements

(2010-01-11)

- (a) The contracting officer must verify with the [Canadian Industrial Security Directorate](#) (CISD) that the proposed contractor meets the security requirements before contract award. For more information, see [5.15](#).
- (b) Contracting officers must include a comment on the front page of the contract, standing offer or supply arrangement, whenever there is a security requirement, as follows:

"THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT."

- (c) If the contract, standing offer or supply arrangement contains security requirements, the contracting officer must forward a copy of the contract, standing offer or supply arrangement, and any amendments or revisions, to CISD within two working days of the document being issued. Contracting officers may send a PDF version of the document by e-mail to [snrccontracts@tpsgc-pwgsc.gc.ca](mailto:snrccontracts@tpsgc-pwgsc.gc.ca). For procurements using the Automated Buyer Environment (ABE), a copy of the contract is automatically sent to CISD.
- (d) Contracting officers must be aware of the additional measures required and manage the risks associated with the destruction of protected and classified government materials. The Corporate Security Technical Standard defines PWGSC corporate policy and procedures relating to classified waste destruction, and should follow the interim standard, regarding classification levels of shredders, and complete the appropriate form [ARC 0203](#), Request for Non-Accessioned Disposal, for the destruction of sensitive documents.

PWGSC threshold may be exceeded when administering destruction contracts on behalf of other client departments, based on the client's threat risk assessment. If such is the case, the client may develop a security guide as amplifying instructions, which is to be attached to the Security Requirements Check List (SRCL).

*For foreign classified information, consult with CISD before undertaking destruction.*

### 7.60 Environmental Considerations

(2010-01-11)

Information on environmental considerations is found in sections [3.4 Contract Award](#) and [3.5 Contract Performance Clauses](#) of the Guideline for Integration of Environmental Performance Considerations in Federal Government Procurement.

### 7.65 Proactive Disclosure

(2010-01-11)

Client departments are required to report on a quarterly basis on contracts awarded with a value over \$10,000. Contracting officers should be providing the required information to clients in a timely manner. For further information, consult the Treasury Board of Canada Secretariat Web site on [Proactive Disclosure](#).

### 7.70 Coding Procedures

(2010-01-11)

- (a) Statistical information pertaining to PWGSC contracting activities is required to meet corporate and parliamentary needs. Contracting officers are responsible for ensuring the complete and accurate recording of all contracts.

- (b) Contracting officers must follow the coding procedures in the [Contract Coding Reference Guide](#).  
(**Note:** *Only government employees have access to the site.*)

**Annex 7.1: Samples of Regret Letters**

**Appendix A: Regret Letter to Unsuccessful Bidders/Offerors/Suppliers – Responsive Bid/Offer/Arrangement**

**Note to Contracting Officer:** Because the evaluation methodology for different procurements varies, this letter will have to be tailored to the individual requirement. This letter has been drafted assuming that this bidder/offeror/supplier, although unsuccessful, its bid/offer/arrangement was declared responsive because it has met all mandatory requirements. Contracting officers should use the other sample regret letter in [Appendix B](#) if the bid/offer/arrangement was declared non-responsive.

\_\_\_\_\_ (insert date)

\_\_\_\_\_ (insert department address)

Attention: \_\_\_\_\_ (insert name of addressee)

\_\_\_\_\_ (insert supplier's name and address)

Dear Mr./Mrs. \_\_\_\_\_ (insert the addressee's last name):

**Subject:** Solicitation No. \_\_\_\_\_

Thank you for your \_\_\_\_\_ (insert "bid" or "offer" or "arrangement") submitted in response to our request for \_\_\_\_\_ (insert brief description of goods/services).

This is to inform you that a \_\_\_\_\_ (insert "contract" or "Standing Offer (SO)" or "Supply Arrangement (SA)") will not be \_\_\_\_\_ (insert "awarded" or "issued") to you for this requirement. A \_\_\_\_\_ (insert "contract" or "SO" or "SA") has been \_\_\_\_\_ (insert "awarded" or "issued") to the successful \_\_\_\_\_ (insert "bid" or "offer" or "arrangement") submitted by \_\_\_\_\_ (insert name of successful bidder/offeror/supplier) in response to the above-noted solicitation. The price of the awarded \_\_\_\_\_ (insert "contract" or "SO" or "SA") is \$ \_\_\_\_\_ (insert value of awarded contract or issued SO or SA), excluding Goods and Services Tax/Harmonized Sales Tax, as applicable.

Although your \_\_\_\_\_ (insert "bid" or "offer" or "arrangement") was found to be responsive to the mandatory requirements of the solicitation, it did not achieve the highest-ranking under the evaluation methodology described in the solicitation.

For your information and to assist you in responding to future solicitations, you are informed that your \_\_\_\_\_ (insert "bid" or "offer" or "arrangement") was evaluated as follows in comparison to the successful \_\_\_\_\_ (insert "bid" or "offer" or "arrangement"):

|   | Technical Score | Financial Score |
|---|-----------------|-----------------|
| Successful _____ (insert "bid" or "offer" or "arrangement") |                 |                 |
| Your _____ (insert "bid" or "offer" or "arrangement")       |                 |                 |

I would like to thank you for submitting your \_\_\_\_\_ (*insert* “bid” *or* “offer” *or* “arrangement”) and your interest in being a supplier to the Government of Canada. Your participation is appreciated, and I hope that you will continue to bid on procurement opportunities offered by Public Works and Government Services Canada.

Should you require further information regarding the evaluation of your \_\_\_\_\_ (*insert* “bid” *or* “offer” *or* “arrangement”), please do not hesitate to contact me.

\_\_\_\_\_ (*insert name of contracting authority*)  
Contracting Authority

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_@tpsgc-pwgsc.gc.ca

cc: \_\_\_\_\_ (*insert any additional names of people who should receive a copy*)

**Appendix B: Regret Letter to Unsuccessful Bidders/Offerors/Suppliers - Non-responsive Bid/Offer/Arrangement**

**Note to contracting officer:** Because the evaluation methodology for different procurement varies, this letter will have to be tailored to the individual requirement. This letter has been drafted assuming that the bid/offer/arrangement was declared non-responsive because it has not met one or more mandatory requirements. Contracting officers should use the other sample regret letter provided in [Appendix A](#) if the bid/offer/arrangement was declared responsive but simply wasn't the highest-ranked.

\_\_\_\_\_ (*insert department address*)

\_\_\_\_\_ (*insert date*)

\_\_\_\_\_ (*insert supplier's name and address*)

Attention: \_\_\_\_\_ (*insert name of addressee*)

Dear Mr./Mrs. \_\_\_\_\_ (*insert the addressee's last name*):

**Subject:** Solicitation No. \_\_\_\_\_

Thank you for your \_\_\_\_\_ (*insert "bid" or "offer" or "arrangement"*) submitted in response to our request for \_\_\_\_\_ (*insert brief description of goods/services*).

This is to inform you that a \_\_\_\_\_ (*insert "contract" or "Standing Offer (SO)" or "Supply Arrangement (SA)"*) will not be issued to you for this requirement. A \_\_\_\_\_ (*insert "contract" or "SO" or "SA"*) has been awarded to the successful \_\_\_\_\_ (*insert "bid" or "offer" or "arrangement"*) submitted by \_\_\_\_\_ (*insert name of successful bidder/offeror/supplier*) in response to the above-noted solicitation. The price of the awarded/issued \_\_\_\_\_ (*insert "contract" or "SO" or "SA"*) is \$ \_\_\_\_\_ (*insert value of awarded contract or SO or SA*) excluding Goods and Services Tax/Harmonized Sales Tax, as applicable.

As indicated in the solicitation, a \_\_\_\_\_ (*insert "bid" or "offer" or "arrangement"*) was required to meet each and every mandatory requirement. Unfortunately, the evaluating team determined that your \_\_\_\_\_ (*insert "bid" or "offer" or "arrangement"*) did not comply with all the mandatory requirements of the solicitation, including the following:

\_\_\_\_\_ (*insert description of non-compliance*)

To provide you with information on the characteristics and relative advantages of the successful \_\_\_\_\_ (*insert "bid" or "SO" or "SA"*), you are informed that the successful \_\_\_\_\_ (*insert "bid" or "SO" or "SA"*) has satisfied all the mandatory requirements of the solicitation and scored on the technical point-rated requirements (*insert table below if relevant*), as follows:

|  | Technical Score | Financial Score |
|--|-----------------|-----------------|
| Successful _____ ( <i>insert "bid" or "offer" or "arrangement"</i> ) |                 |                 |
| Your _____ ( <i>insert "bid" or "offer" or "arrangement"</i> )       |                 |                 |

**Instruction to contracting officer:**

1. If you did not score the bid/offer because it was disqualified early in the process, add the following

sentence (i.e. As a result of finding your ...) and delete the second row in the above table (i.e. Your \_\_\_\_\_).

2. If you are providing the unsuccessful bidder/offeror/supplier with its score, delete the following sentence (i.e. As a result of finding your ...).

As a result of finding your \_\_\_\_\_ (*insert* “bid” *or* “offer” *or* “arrangement”) to be non-responsive, your \_\_\_\_\_ (*insert* “bid” *or* “offer” *or* “arrangement”) was disqualified and Canada did not proceed with your evaluation and did not determine a technical score for your \_\_\_\_\_ (*insert* “bid” *or* “offer” *or* “arrangement”).

I would like to thank you for submitting your \_\_\_\_\_ (*insert* “bid” *or* “offer” *or* “arrangement”) and your interest in being a supplier to the Government of Canada. Your participation is appreciated, and I hope that you will continue to bid on procurement opportunities offered by Public Works and Government Services Canada.

Should you require further information regarding the evaluation of your \_\_\_\_\_ (*insert* “bid” *or* “offer” *or* “arrangement”), please do not hesitate to contact me.

\_\_\_\_\_ (*insert name of contracting authority*)  
Contracting Authority

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_

E-mail: \_\_\_\_\_@tpsgc-pwgsc.gc.ca

cc: \_\_\_\_\_ (*insert any additional names of people who should receive a copy*)