

---

<b>Goods &amp; Services Procurement Policy</b>	Policy No.:	COrg-PO-025
	Approval Date:	July 1, 2012
	Current Revision Date:	September 23, 2020

---

## **Applicability**

This policy applies to SaskWater with respect to the purchase of goods and services.

## **Policy Statement**

The purpose of this policy is to establish a fair and consistent approach with all procurement activities that are completed by SaskWater and to ensure that procurement complies with the Crown Sector Procurement Framework, and all Saskatchewan Government rules and requirements (e.g. New West Partnership and Priority Saskatchewan).

SaskWater shall be committed to the use of a best value approach in its procurement activities. This means all factors, not just price, shall be used to determine the best procurement outcome that will benefit the people of Saskatchewan. This policy outlines appropriate rules for procurement while at the same time promoting the best value approach and managing risk for SaskWater.

## **Policy Details**

### **1 Best Value**

While price remains a fundamental component of any procurement, SaskWater will consider other applicable factors in developing the evaluation components of procurement opportunities. Best value also ensures that procurement appropriately weighs the impact on the Saskatchewan economy, achievement of community benefits, advancement of Indigenous owned companies and workers, economic development and capacity building.

#### **1.1 Procurement Pre-Planning**

Procurement pre-planning provides the critical foundations for an effective procurement with an emphasis on clearly defining the problem or opportunity and framing the competition. Best value is achieved through analyzing the need of a particular procurement. In determining best value, SaskWater should consider matters such as:

- Analyzing the nature of the problem to be addressed through the procurement;
- Assessing market capacity and readiness (e.g., through market sounding);
- Considering the degree of latitude possible for vendor innovation and creativity in proposing solutions; and,
- Identifying outcomes that SaskWater would like to accomplish through procurement.

Where the procurement is over \$5 million (either as a single procurement or as a multi-year procurement in which the total contract value would meet or exceed \$5 million), SaskWater is required to consult SaskBuilds as part of the procurement pre-planning process.

SaskBuilds should be consulted in the areas of problem or opportunity definition, framing the solution, supplier engagement, procurement method, evaluation criteria, decision matrix and other areas as appropriate. SaskBuilds may be involved as an informal advisory to the evaluation team or provide advice and consultation as part of the award and debrief process. If the procurement is less than \$5 million, SaskWater can reach out to SaskBuilds for advice, if desired.

## 1.2 Framing the Solution

There are many factors to consider in framing a competition based on the nature of the business problem or opportunity. While not an exhaustive list, some of these may include:

- The quality required in the goods and services;
- Budget, timing and resource considerations;
- Selecting the most appropriate project delivery model;
- Potential use of outcome and performance-based requirements over prescriptive technical specifications;
- Deliverables, delivery and performance commitments;
- Vendor experience, performance history and demonstrated ability to successfully perform the contract, including service, response time and support capacity;
- Team and individuals required;
- Risk and compliance management, including safety practices and history;
- Demonstrated knowledge of local conditions such as geotechnical, environmental, local laws, codes and requirements, etc.;
- Environmental impact of the goods and services;
- Opportunities for Indigenous vendors, partnerships or labour;
- Commercial or technical risks assumed by the vendor;
- Public policy objectives as relevant to the problem and solution sought;
- Policy, legal and trade obligations; and
- Total cost of ownership, which may consider factors such as:
  - Purchase or contract price;
  - Costs of delays or performance failures;
  - Administration and contract management costs;
  - Extensions, change orders, price change and cost escalation;
  - Price of additional features, enhancements, upgrades, etc.;
  - Limitations associated with proprietary or patent rights or constraints;
  - Cost to exit the contract if necessary;
  - Legal or technical costs;
  - Shipping and packaging;
  - Transition and training costs;
  - Licensing costs;
  - Knowledge transfer;

- Regular and ongoing maintenance, asset performance and life cycle costs;
- Warranty, parts, and repair; and
- Disposal and remediation costs.

### 1.3 Balanced and Effective Evaluation Criteria

Once a competition has been framed, evaluation criteria and methodology should be developed that appropriately reflect the relevant factors that have been identified for measuring, and ultimately achieving, best value.

## 2 Procurement Categories

Procurement at SaskWater can be divided into two main categories: 1) goods, and 2) contractual services. Each of these categories are procured using different methods such as requisitions for payment, PCards, purchase orders, short form contracts, standard contracts and agreements. The following tables show when it is appropriate to use different procurement methods for purchasing goods and contractual services. Limits established relate to total estimated cost of the goods or services before tax and shall include the total value of any optional renewals or extensions.

### 2.1 Goods

Goods are defined as “off the shelf” items. Goods would typically be listed in a standard catalogue and ordered “as is”. Examples of goods include office supplies, wireless devices, personal protective equipment, tools, instrumentation, valves, pumping equipment, electronic devices, etc. For goods under \$25,000, public tendering is not mandatory. For goods \$25,000 or over, the procurement opportunity must be posted on SaskTenders. For goods estimated \$10 million or greater, the procurement shall go through the multi-stage procurement process.

Table 1  
Goods - Limit by Procurement Method

Cost	RFP/ PCard	Purchase Order	Short Form Contract	Standard Contract	Agreement	Multi- Stage Approach
< \$25,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	X	X	X	
\$25,000 - < \$100,000	X	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	X	X	
\$100,000 - \$500,000	X	X	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	X	
\$500,000- \$10,000,000	X	X	X	<input checked="" type="checkbox"/>	X	<input checked="" type="checkbox"/>
>\$10,000,000	X	X	X	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

where: RFP = Requisition For Payment

= acceptable

X = not acceptable

## 2.2 Contractual Services

Contractual Services is the supply of equipment, labour and/or material for a specific service or construction. Examples of contractual services include consulting engineering, financial auditing, cost of service study, construction of infrastructure, human resources study, customer or employee surveys, materials which are to be fabricated to a specific design and/or specification, or materials to be modified by the manufacturer to meet a special order specification (e.g. large pumps and motors, clarifiers). For contractual services under \$100,000, public tendering is not mandatory. For contractual services \$100,000 or over, the procurement opportunity must be posted on SaskTenders. For services estimated at \$10 million or more, or construction estimated at \$20 million or more, the procurement shall have a multi-stage procurement process completed.

Table 2  
Contractual Services - Limit by Procurement Method

Cost	RFP/ PCard	Purchase Order	Short Form Contract	Standard Contract	Agreement	Multi-stage Approach
< \$100,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
\$100,000 - \$500,000	X	X	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
\$500,000- \$10,000,000	X	X	X	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
>\$10,000,000 services	X	X	X	X	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
>\$20,000,000 construction	X	X	X	<input checked="" type="checkbox"/>	X	<input checked="" type="checkbox"/>

where: RFP = Requisition For Payment

= acceptable

X = not acceptable

## 2.3 Trade Agreement Thresholds

Procurement Category	NWPTA	CFTA	CETA
Goods	>\$25,000	>\$528,300	>\$650,000
Services	>\$100,000	>\$528,300	>\$650,000
Construction	>\$100,000	>\$5,283,200	>\$9,100,000

NWPTA – New West Partnership Trade Agreement; CFTA – Canadian Free Trade Agreement; CETA – Canada-European Union: Comprehensive Economic and Trade Agreement

Saskatchewan Crown Corporations are not covered by the World Trade Organization Agreement on Government Procurement (GPA) or the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP).

## 2.4 Time to Prepare and Submit

Where practicable, procurement closing dates will consider the following.

- The nature and the complexity of the procurement;
- The extent of anticipated subcontracting; and
- The time necessary for transmitting bids or proposals by non-electronic means.

The closing date for the submission of bids or proposals, for procurements subject to CETA, will not be less than 30 days unless electronic submissions are accepted and the closing date may be reduced to 25 days.

## 2.5 Common Procurement Requirements

All procurement at SaskWater shall be based on the best value approach.

Below \$25,000 for goods and contractual services, procurement can be accomplished by sole sourcing or invitation. Three (3) quotes/proposals (where possible) are required for procurement between \$25,000 to under \$100,000 for contractual services. In emergency circumstances, refer to Section 2.5 Exemptions.

For goods or services estimated at \$10 million or more, or construction estimated at \$20 million or more, a multi-stage procurement process shall be used. Multi-stage procurement should also be used for projects that are complex or have a high value; projects where there is an uncertainty about competition in the market place; and projects where vendors will need to invest a significant amount of time and resources to respond.

All contractors are required to review and conform to SaskWater's Conflict of Interest Policy and Code of Business Conduct and Ethics Policy. Contractors shall declare any potential conflict of interest that may exist regarding the bidding and/or procurement of services to SaskWater's procurement lead. For further information, please review these policies.

## 2.6 Electronic Procurement

For "off the shelf" goods with a value of \$25,000 or greater, and/or projects owned by SaskWater where procurement of services or construction is estimated at \$100,000 or greater, the procurement must be posted through the SaskTenders website.

## 2.7 Exemptions

The provisions described in 2.3 and 2.4 over the threshold limits do not apply in the procurement circumstances listed below, provided the procurement procedures are not used by SaskWater to avoid competition, to discriminate between suppliers or to protect its suppliers (the following exemptions are listed in the New West Partnership).

- a) From philanthropic, institutions, prison labour or persons with disabilities;
- b) From a public body or non-profit organization;

- c) Of goods purchased for representational or promotional purposes and goods or construction purchased for representational or promotional purposes outside of Saskatchewan;
- d) Of health services and social services;
- e) On behalf of an entity not covered by Article 14 of the New West Partnership;
- f) By entities which operate sporting or convention facilities, in order to respect a commercial agreement containing provisions incompatible with Article 3, 4 or 14 of the New West Partnership;
- g) Where it can be demonstrated that only one supplier is able to meet the requirements of a procurement;
- h) Where an unforeseeable situation of urgency exists and the goods, services or construction could not be obtained in time by means of open procurement procedures;
- i) When the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or be contrary to the public interest;
- j) Of services provided by lawyers and notaries;
- k) Of goods intended for resale to the public; or
- l) In the absence of a receipt of any bids in response to a call for tenders.

In emergency circumstances, procurement may be sole sourced with no expenditure limitations, subject to internal approval as per the Authorization Schedule. For emergency purchases over the thresholds that normally require a competition, approval by the division Vice President must be obtained. Special circumstances may dictate other financial limits or procedures than those listed in this policy. In these circumstances, approval by the division Vice President must be obtained.

### **3 Requisition for Payment and Purchase Card Transactions**

Some goods (e.g. office supplies, iPhones, and cell phones) are procured through regular purchases and transactions. These routine purchases are where a contract is not required by the vendor (below the threshold limits). In these instances, goods are ordered and received and the subsequent invoice is processed using a Requisition for Payment or stamped equivalent (e.g. utility bills and bulk water purchases).

If the purchase transaction is of a complex or critical nature, requiring non-standardized goods or services, then a short form or standard (long form) contract should be used in order to specify SaskWater's requirements. If the transaction amount exceeds \$100,000, then the short or standard (long form) contract should be used and the purchase should be tendered using the SaskTenders website unless the transaction meets an exemption criteria (e.g. utility bills; see *Exemptions in Part 2*).

Purchase cards (PCard) are also used for routine, low-value transactions. Similar to Requisition for Payments, PCards are not intended for large and/or complex expenditures. Also, credit limits are typically quite low, which would preclude them from being used in a transaction that would require tendering.

## 4 Contracts

Short form and standard contract types have a document set for SaskWater contracts where SaskWater is the owner of the works to be constructed and “Other Agency or Owner” contracts where SaskWater is providing Project Management services and the contracts are to be in the name of the Municipality or Agency who will own the works. As well, there are specific document sets for Materials Contracts and Construction Contracts. Materials Contracts are used for the purchase of material fabricated for a specified use. Construction contracts are used for the supply of both materials and labour for the construction of projects.

### 4.1 Common Provisions for All Contracts

#### 4.1.1 *Changes in the Work*

Changes in the work procedures apply to all short form and standard contracts.

When changes in the work deviate from the project design approved for construction for projects designed internally by SaskWater staff, a Project Design Revision Approval [CT 149] form for standard contracts or Project Design Revision Approval [CT 149sf] form for short form contracts shall be completed and approved by the engineer who originally sealed the drawings before a change order is issued.

Change Orders are to be documented using Change Order [ct107] for standard contracts and Change Order [ct107sf] for short form contracts.

#### 4.1.2 *Out-of-Province Contractors*

Verification of compliance with *The Provincial Sales Tax Act* is to be obtained from all out-of-province contractors.

#### 4.1.3 *Workers' Compensation Act Clearances*

Clearances shall be obtained from the Workers' Compensation Board prior to contract execution and progress certificate submission.

#### 4.1.4 *The Builders' Lien Act*

All contracts entered into are subject to the provisions of *The Builders' Lien Act* of Saskatchewan as they apply to the Crown.

Under *The Builders' Lien Act*, all funds paid or payable to the contractor, including the contract holdback, constitute a trust fund which is to be held as such until all creditors' claims realized under the contract have been settled. For this reason, the holdback funds cannot be used as contract security or for completion of the contract.

The holdback is to be 10% of the value of the work done.

The holdback is to be released upon the expiration of the statutory period of 42 days (40 clear days) from the date of substantial performance and/or completion of the contract, unless a claim of lien has been received.

A copy of the Certificate of Substantial Performance is to be posted in a prominent spot on the main job site.

## 4.2 Purchase Orders

When a Purchase Order is used as a Construction or Materials Contract the following requirements must be met.

### 4.2.1 *General Notes*

SaskWater is responsible for all on-site activity. The amount of supervision required is dictated by the type of work being completed; the more complex the work, the more direct supervision will be required;

Where equipment is hired on an hourly basis, the rental rate should typically not exceed rates in the Equipment Rental Rates Guide published by the Saskatchewan Heavy Construction Association.

### 4.2.2 *Contract Security*

None required.

### 4.2.3 *Liability Insurance*

The Contractor must provide verification of Liability Insurance coverage. The minimum amount of Liability Insurance shall be not less than two million (\$2,000,000) dollars for all claims for damages and injuries, including accidental death on account of any one accident.

### 4.2.4 *Site Safety*

The Contractor Safety Orientation form (CT 146) must be used and reviewed with the Contractor and signed by both the Contractor and SaskWater. If the Contractor does not understand the contents and/or will not sign the form the Contractor shall not be hired for the work.

### 4.2.5 *Payments and Holdbacks*

Optional unless a claim of lien has been given. It should be noted that SaskWater will be liable to a minimum of 10% of the contract price if not withheld.



Where a claim of lien has been given in accordance with *The Builders' Lien Act*, the holdback on a purchase order contract plus an amount equal to the claim of lien are to be retained as required under *The Builders' Lien Act*.

#### 4.2.6 *Contractor's Declaration*

A Statutory Declaration (Form CT 108) is required for all payments.

### 4.3 Short Form Contracts

Fixed price or unit price contracts are preferred. Hourly and equipment rental contracts may be used only where the details of the work cannot be clearly or easily defined or the work is of an emergency nature.

#### 4.3.1 *General*

Where hourly work is involved, the hourly equipment rate shall include all costs for wages (including assessments payable under any statutory requirements); sustenance and lodging for all workers; fuel, lubricants, repairs, replacements, daily card type hour recorders, small tools and service vehicles relating to operation of the equipment; depreciation, insurance and interest charges; supervision, administration and general office overhead costs and profit.

#### 4.3.2 *Tender and Contract Security*

For Tenders, a bid bond, certified cheque, bank draft, or cashier's check from a financial institution in the amount of 10% of the value of the bid submitted is required.

Contract Security in the form of a performance bond and/or labour & materials payment bond, may be required, each in the amount of 50% of the contract value and shall be provided before the formal contract is executed.

For hourly work or equipment rental, the tender and Contract Security is optional.

#### 4.3.3 *Insurance*

The Contractor shall provide verification of Insurance Coverage (see Section 4 Insurance of the Short Form Contract under "General Conditions").

#### 4.3.4 *Safety*

The Contractor shall provide their Occupational Health and Safety Program for the job site safety (see Section 6 Safety of the Short Form Contract under "General Conditions").

The Contractor Safety Orientation form (CT 146) is to be reviewed with Contractor.

Where the Contractor does not provide an Occupational Health and Safety Program, the Contractor Safety Orientation form (CT 146) shall be signed by both the Contractor and SaskWater. If the Contractor does not understand the contents and/or will not sign the form, the contract is to be cancelled.

#### *4.3.5 Payments and Holdbacks*

The amount of holdback retained and the conditions under which the holdback is to be released shall be in accordance with the provisions of *The Builders' Lien Act* (see Section 13 Claims Against and Obligations of the Contractor or Subcontractor of the Short Form Contract under “General Conditions”).

#### *4.3.6 Statutory Declaration*

A statutory declaration (Form CT 108) is required for all progress and final payments.

### 4.4 Standard (Long Form) Contracts

Fixed price or unit price contracts are preferred. Hourly and equipment rental contracts are to be used only where the details of the work cannot be clearly or easily defined or the work is of an emergency nature.

#### *4.4.1 General*

All contracts of this type shall be tendered by posting at the SaskTenders website. The contract may also be publicly advertised in addition to the SaskTenders posting.

#### *4.4.2 Tender and Contract Security*

For Tenders, a bid bond, certified cheque, bank draft or cashier's check from a financial institution in the amount of 10% of the value of the bid submitted is required. A consent of surety may also be required with a bid submission.

The successful bidder's deposit will be retained until the Contract Security and verification of insurance coverage is provided and the contract is signed.

The Contract Security, if required, shall be provided on the CCDC Performance Bond and Labour and Materials Bond and each shall be for an amount equal to 50% of the contract value.

Additional Contract Security may be required for additional work when the cost of the total additional work exceeds 15% of the contract price.

#### 4.4.3 Insurance

The Contractor shall provide verification of the required Insurance Coverage as defined in the contract documents.

#### 4.4.4 Safety

The Contractor shall provide their Occupational Health and Safety Program for completing the work. The Contractor Safety Orientation form (CT 146) is to be reviewed with and signed by Contractor.

#### 4.4.5 Payments and Holdback

The amount of holdback retained and the conditions under which the holdback is to be released shall be in accordance with provisions of *The Builders' Lien Act*.

#### 4.4.6 Statutory Declaration

A statutory declaration (Form CT 108 or CT 108(i)) is required for all progress and final payments.

## 5 Agreements

### 5.1 Consultant/Vendor Selection

SaskWater has established limits for the two generally accepted methods of selecting a Consultant. The limits are based upon the expected fee to be paid to the Consultant for the services and in accordance with the Authorization Schedule.

#### 5.1.1 Selection of a Consultant for Amounts Less Than \$100,000

Selection of a Consultant, by sole source (\$25,000) or invitation (\$25,000 to < \$100,000), is used:

- For small projects;
- For routine and repetitive work;
- Where there is only one firm in the province or region supplying the service required; or
- Where a firm has previously been involved in the work and has established knowledge of the project.

### 5.1.2 Advertising an Expression of Interest, Prequalification or a Request for Proposal for Amounts Equal to or Exceeding \$100,000

This is used:

- For medium to very large projects;
- For routine and repetitive work where certain firms have an established knowledge of the subject and have a proven track record for non-repetitive work where the approach may vary; or
- Where only a limited number of firms have the required expertise, or the availability of expertise is not specifically known.

For projects where the consulting services are estimated at \$10 million or higher, a multi-stage procurement process shall be followed. This will typically involve a pre-qualification step to establish a short list of three (3) to five (5) firms followed by the request for proposals from the short listed firms.

## 5.2 Standard Forms

Standard Agreement forms are to be used for the acquisition and contracting out of services. Types of Standard Forms include:

- 1) Consulting Agreement
- 2) Professional Services Agreement
- 3) Project Management Agreement
- 4) Legal Survey Agreement

The agreement documents are to have Terms of Reference and Fee Schedules.

## 5.3 Terms of Reference

The Terms of Reference should include a specified completion date for the whole project and for any intermediate phases. All extensions of time must be agreed to by the parties in writing. For agreements which set out two or more phases of services, the continuation of work to the next phase must be approved in writing. The same consultant that was hired for the first phase can be used to complete any or all subsequent phases if desired, regardless of the value of the phases, provided the subsequent phases were listed in the original procurement package. Alternatively, a request for proposals can be used to retain a consultant for subsequent phases.

## 5.4 Phased Agreements

Due to the nature of the services required, the Consultant may be unable to estimate the total fees for all required services at the time of proposal. In these cases, the services may be undertaken in phases with each phase defining the work, schedule and estimated cost of the next phase. The proposal must identify work, schedules and fees for the first phase. Proceeding with subsequent phases requires authorization from SaskWater in writing.

## 5.5 Insurance

All insurance policies shall be with an insurance company acceptable to SaskWater.

The Consultant shall, upon request, file a certificate of insurance coverage with SaskWater.

The Consultant shall provide, maintain and pay for comprehensive general liability insurance coverage of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damages to property including loss of use thereof, having a deductible of not more than \$25,000. The general liability insurance shall include coverage for all owned and non-owned licensable vehicles employed under the agreement.

Where applicable, the Consultant shall provide, maintain and pay for comprehensive aircraft/watercraft insurance coverage of not less than two million dollars (\$2,000,000).

The Consultant shall also provide, maintain and pay for an insurance policy insuring against errors, omissions, negligent acts of the Consultant and any Subcontractors and commonly known as the Professional Liability Insurance Policy or Errors and Omissions Insurance Policy. The value of the policy shall be not less than a single claim amount equal or greater than the value of the agreement and having a deductible of not more than 10% of the single claim amount. The consultant shall provide the errors and omissions insurance on an occurrence basis. Should the consultant supply claims-based insurance, it must have no retroactive date or remain in force for five years following the completion of the work.

## 5.6 Fees and Payments

Fees may be paid as a fixed sum payment, an hourly or daily rate plus expenses or a percent of capital cost. Payments must be made in accordance with the schedules established in the Agreement. Fixed sum and hourly or daily rate plus expenses fee payment methods are preferred over percent of capital cost fee structure.

A fee schedule and a total expenditure upset limit should be negotiated for each Agreement. The schedule should show the basis of charges, if appropriate, in terms of unit rates, living and travelling allowances and other specified expenses. Provincial fee guidelines or recommended schedules may be used as a basis for negotiations. If it is not possible to assign an expenditure upset limit for the entire project then an upset limit should be established for the initial phase of the work.

Provisions for progress payments may be established, if desired, and should be related to the work accomplished to the date of the payment. Holdbacks for specific services or products should be specified.

## 5.7 Scope Changes

To enable the proper control of costs, any additional work requested either by SaskWater or the Consultant must be requested, approved and agreed to in writing by both parties. The

estimated additional cost of the extra work must be established before the work is initiated and documented.

### 5.8 Evaluation of Performance

The performance of the Consultant shall be evaluated at the conclusion of the Agreement. A Performance Evaluation [ct-119] form is provided for this purpose.

## **6 Vendor Debriefing**

Vendor debriefing shall be available by SaskWater upon request by all vendors who were unsuccessful in the procurement process. The offer of a vendor debrief will be SaskWater's standard process. The debriefing process is not a complaint or dispute resolution process and should not be treated as such. Information about other vendors or their submissions will not be discussed or disclosed in the debriefing.

### 6.1 Purpose of a Debriefing

A vendor debrief should be a two-way conversation between the vendor and SaskWater that:

- Recognizes the efforts vendors make in responding to procurement documents issued by SaskWater;
- Provides vendors with an opportunity to provide feedback on SaskWater's procurement processes and practices;
- Provides constructive criticism and suggestions for improvements so that unsuccessful vendors have a better opportunity for succeeding in future procurement processes;
- Promotes positive two-way communication between the vendor and SaskWater's procurement professionals in order to build relationships and allow perspectives to be shared which may result in enhancements to future procurement activities and improve project results; and,
- Provide vendors with an explanation as to why their submission was not successful and addresses questions and concerns in a non-confrontational manner, which may increase the vendor's understanding of the process.

### 6.2 Availability of a Debriefing

Unless otherwise stated in the procurement document, debriefings are available in connection with all open competitive procurement processes where the procurement document is publicly posted, but may not be available in connection with lower value competitive procurement processes that are conducted by invitation. Debriefings are not offered if the competitive procurement process is cancelled. A debriefing is typically initiated at the request of a vendor. Only vendors that submitted a response to the competitive procurement process may request a debriefing. In most cases, only one debriefing session will be provided to any one vendor in connection with any one competitive procurement process..

### 6.3 Requesting a Debriefing

Requests for a vendor debriefing should be directed to the contact person identified in the procurement document. Unless otherwise stated in the procurement document, vendors are expected to make their request for a debriefing within thirty (30) days of the notification of the outcome of the competitive procurement process. Requests for a debriefing that are made outside of the required time period may be considered by SaskWater on a case-by-case basis. If the procurement document contains alternate or additional instructions regarding the time period or process for requesting a debriefing, vendors must follow those instructions.

### 6.4 Scheduling a Debriefing

The contact person identified on the procurement document is responsible for communicating and scheduling the debriefing with the vendor's representative. SaskWater will be flexible, within reason, when scheduling vendor debriefings.

When scheduling a debriefing, the following should be addressed with the vendor's representative:

- Confirm the time and location of the debriefing or dial-in information if the debriefing is being conducted by way of teleconference;
- Remind the vendor of the purpose and the nature of the debriefing; and,
- Confirm who will be attending the debriefing on behalf of the vendor.

### 6.5 Conducting the Debriefing

The suggested structure for conducting a debriefing is as follows.

- Introductions and reiteration of the purpose and nature of the debriefing;
- Overview of the evaluation process and relative ranking, without disclosing confidential information about the other vendors;
- Discussion of the strengths and weaknesses of the vendor's submission in relation to the evaluation criteria;
- Discussion of how the vendor could improve their submissions in response to future procurement opportunities;
- Opportunity for the vendor to provide feedback on the competitive procurement process and suggestions for improvements to SaskWater's procurement practices; and,
- Questions and answers.

## Definitions

*Agreement:* document used to procure services such as consulting engineering, financial auditing, cost of service study, human resource study and customer or employee surveys.

*Best Value:* means structuring the specific procurement opportunity, as determined by SaskWater, so that the evaluation and award to a successful vendor results in the greatest overall benefit to SaskWater. For clarity, in appropriate cases best value can be achieved on the basis of price alone.

*Contractual Services:* the supply of equipment, labour and/or materials where materials are fabricated to a specific design and/or specification or materials to be modified by the manufacturer to meet a special order specification.

*Contract:* document used to procure materials or to complete construction.

*Emergency:* means a state of emergency, which has been declared by a Business Division, caused by an event that requires goods and services to be purchased in order to continue SaskWater's day-to-day operations such that any delay purchasing the goods and services could put SaskWater at significant risk, including (by way of example):

- To prevent harm to SaskWater, SaskWater employees, or the public,
- To keep a critical system or process operational, or
- To avoid damage or further damage to equipment, operations or the environment.

*Goods:* "off the shelf" items.

*Multi-stage Procurement:* a procurement in relation to an identified project, contract or good that involves short-listing potential vendors at some point or points during the competition.

## References

*The Workers' Compensation Act*

*The Provincial Sales Tax Act*

*The Builders' Lien Act*

Equipment Rental Rates Guide

New West Partnership

Authorization Schedule

Goods and Services Procurement Procedure

Aboriginal Procurement Policy

Priority Saskatchewan Guidelines to the Procurement Obligations of Domestic and International Trade Agreements Procurement Action Items

Crown Investments Corporation of Saskatchewan, Subsidiary Crown Policy Manual, Crown Sector Procurement Policies

SaskWater's Conflict of Interest Policy

SaskWater's Code of Business Conduct and Ethics Policy