



Office of the
Saskatchewan Information
and Privacy Commissioner

REVIEW REPORT 001-2026

City of Warman

October 16, 2026

Summary: The Applicant submitted an access to information request to the City of Warman (City) for all documents related to the City's request for proposals to operate food and beverage services at a local recreation facility.

The City facilitated access to public documents but withheld the remaining responsive record from the Applicant in full, pursuant to section 18(1)(b) of *The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP)* (third party information). Subsequently, the Applicant requested that the Office of the Saskatchewan Information and Privacy Commissioner review the exemptions applied by the City.

The Commissioner found that the City properly applied section 18(1)(b) of *LA FOIP* to the record and recommended that the City continue to withhold the record in full under this mandatory exemption.

I BACKGROUND

[1] On November 12, 2025, the Applicant submitted an access to information request to the City of Warman (City) under *The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP)*:¹

Hello, I am looking for all documents including bids for this tender by the City of Warman:

Request for Food and Beverage Services

Synopsis: The City of Warman (the 'City') is seeking proposals from experienced and qualified proponents (the 'Proponent(s)') to operate the

¹ [*The Local Authority Freedom of Information and Protection of Privacy Act*](#), SS 1990-91, c. L-27.1, as amended.

concession/restaurant/lounge facility (the “Facility”) within the Warman Home Centre Communiplex (the ‘Communiplex’). Proponents must be experienced in safe handling of food and must possess the licenses to prepare and service food in the province of Saskatchewan. ...

- [2] In a letter dated November 19, 2025, the City notified four third parties that it was in possession of an access to information request that would involve information described in section 18(1) of *LA FOIP* that affected the interests of the four third parties. The four third parties were: (1) Hector’s Grub Hub; (2) The Zamboni Grub and Wild Cats Club Lounge; (3) Twinses Café and Catering; and (4) Power Play Restaurant and Penalty Shot Lounge.
- [3] In a letter dated November 21, 2025, the City informed the Applicant that, as per section 12(1)(c) of *LA FOIP*, the initial 30-day response period would be extended an additional 30 days to accommodate the third party notice procedure.²
- [4] On December 17, 2025, the City provided the Applicant with four publicly available documents that were responsive to the Applicant’s access request. Those four documents include:
- **Appendix A – Request for Proposal: Food & Beverage Services Warman Home Centre Communiplex** (issue date – May 9, 2025 closing date: May 30, 2025). This document specified the information that would be required from parties interested in submitting a proposal to the City. (14 pages)
 - **Appendix B – City of Warman Recreation and Community Centre Services Report** (May 20, 2025). Page 3 contained a notice that the Warman City Administration had posted a request for proposals and that two interested parties had visited the premises. (5 pages)
 - **Appendix C – City of Warman Recreation and Community Centre Services Report** (June 16, 2025). Page 3 included a general summary of the progress of the competitive bidding and the award of the Food and Beverage Services with a financial summary of the winning award. (5 pages)
 - **Appendix D – City of Warman Recreation and Community Centre Services Report** (July 14, 2025). Page 2 included a summary of the progress of the Food & Beverage award and the successful party was named as: Power Play Restaurant & Grill. (5 pages)

² Section 33(1) of *LA FOIP* requires a local authority to provide notice to third parties.

- [5] The City informed the Applicant that it would withhold each of the four competitive bid packages that had been submitted for the Food & Beverage concession/restaurant/lounge facility in the Warman Home Centre Communiplex, pursuant to the mandatory exemption in section 18(1)(b) of *LA FOIP*.
- [6] On December 31, 2025, the Applicant requested that the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) review the City's decision to withhold the responsive record in full under section 18(1)(b) of *LA FOIP*.
- [7] On June 10, 2026, OIPC notified the Applicant, the City, and the four third parties of the review. The City provided an index and the unredacted record on June 30, 2026, and a written submission on July 27, 2026. The City asked that the index and submission not be shared with the Applicant. All four third parties opted to not file written submissions. The Applicant did not provide a submission.

II RECORDS AT ISSUE

- [8] The following four proposals to operate food and beverage services at the Warman Home Centre Communiplex were submitted to the City by each of the third parties:
- Proposal 1 from Hector's Grub Hub (23 pages)
 - Proposal 2 from The Zamboni Grub and Wild Cats Club Lounge (27 pages)
 - Proposal 3 from Twinses Café and Catering (4 pages)
 - Proposal 4 from Power Play Restaurant and Penalty Shot Lounge (51 pages)
- [9] To varying degrees of detail, each proposal addressed the requirements specified by the May 9, 2025 *Request for Proposals* (RFP) as issued by the City. The areas to be addressed included: operations, marketing, and promotions plans as well as proposed concepts and sample menus.
- [10] The City withheld each proposal in full under section 18(1)(b) of *LA FOIP*.

III DISCUSSION OF THE ISSUES

1. Jurisdiction

[11] The City qualifies as a “local authority” pursuant to section 2(1)(f)(i) of *LA FOIP*. Each entity that provided a proposal qualifies as a “third party” pursuant to section 2(1)(k) of *LA FOIP*. These included Hector’s Grub Hub, The Zamboni Grub and Wild Cats Club Lounge, Twinses Café and Catering, and Power Play Restaurant and Penalty Shot Lounge. Therefore, OIPC has jurisdiction to review this matter under PART VI of *LA FOIP*.

2. The application of section 18(1)(b) of *LA FOIP*.

[12] The City withheld the responsive record in full under section 18(1)(b)(i) of *LA FOIP*, which states:

Third party information

18(1) Subject to Part V and this section, a head shall refuse to give access to a record that contains:

...

(b) financial, commercial, scientific, technical or labour relations information that is supplied in confidence, implicitly or explicitly, to the local authority by a third party;

[13] Section 2(1)(k) of *LA FOIP* defines a “third party” as a person, including an unincorporated entity, other than the applicant or a local authority. The provision is intended to protect the business interests of third parties and to ensure that local authorities are able to maintain the confidentiality necessary to effectively conduct business with the private sector. Although local authorities need to be open and accountable, they also need to conduct business and enter into business relationships in a competitive environment. In doing so, they must be able to assure their private sector partners that their trade secrets and commercial and financial secrets will not be readily disclosed to competitors and the public.³

³ OIPC [Review Report 103-2022](#) at paragraph [8] and [9].

[14] OIPC uses the following three-part test to determine if section 18(1)(b) of *LA FOIP* was properly applied:⁴

1. Is the information financial, commercial, scientific, technical or labour relations information of a third party?
2. Was the information supplied by the third party to a local authority?
3. Was the information supplied in confidence implicitly or explicitly?

1. Is the information financial, commercial, scientific, technical or labour relations information of a third party?

[15] The City submitted:

The records at issue consist of proposals submitted by third parties in response to the City's request for Proposal for the concession/restaurant/lounge facility within the Warman Home Centre Communiplex.

The proposals contained detailed information relating to each proponent's business operations, including pricing, financial information, operational approaches, staffing, business strategies and proposed service delivery. This information constitutes commercial and financial information belonging to the respective third parties.

[16] We define the terms invoked by the City as follows:⁵

- "Commercial information" is information relating to the buying, selling or exchange of merchandise or services. This includes third party associations, past history, references and insurance policies and pricing structures, market research, business plans and customer records.
- "Financial information" is information regarding monetary resources, such as financial capabilities, assets and liabilities, past or present. Common examples are financial forecasts, investment strategies, budgets, and profit and loss statements. The financial information must be specific to a third party.

⁴ OIPC [Review Report 321-2025](#) at paragraph [47].

⁵ OIPC [Review Report 255-2025](#) at paragraph [14].

- [17] Information associated with the buying, selling, or exchange of an entity's goods or services qualifies as "commercial information."⁶ Proposal packages submitted by third parties to win a competitive contract constitute "commercial information" if created in a situation related to the buying, selling or offering of goods and services to the public.⁷
- [18] In the present case, the information in each proposal related to each proponent's proposal for the provisions of services to the City. These proposals included submissions on how each party would use the space as described in **Appendix A** of the publicly available documents previously provided to the Applicant. There was a request for the parties to submit on what they believed the best operational plan for the space would be. Each party submitted marketing plans, menus and associated pricing levels in each proposal. This information constitutes third party commercial information. Portions of the proposals also included a range of financial information, such as descriptions of existing assets, anticipated expenditures, strategies to garner revenue, and preferred leasing structures.
- [19] The first part of the test is met: the information is the commercial and financial information of the third parties.

2. Was the information supplied by the third party to a local authority?

- [20] "Supplied" means provided or furnished. Information may qualify as "supplied" if it was directly supplied to a local authority by a third party, or where its disclosure would reveal or permit the drawing of accurate inferences with respect to information supplied by a third party. In addition, the information can still be considered to have been supplied by a third party even when the record in question originates with the local authority, for example when the record contains or repeats information extracted from documents supplied by the third party.⁸

⁶ OIPC [Review Report 031-2015](#) at paragraph [23].

⁷ *Supra*, footnote 3 and paragraph [19].

⁸ *Supra*, footnote 4 at paragraph [55].

[21] In the submission, the City asserted:

The proposals were submitted to the City by each proponent as part of the competitive procurement process. The information originated with the proponents and was not generated or negotiated by the City.

[22] Information provided to a local authority as part of a bid in a procurement process qualifies as the “supply” of a third party’s information.⁹ It is clear that the bid proposals were provided to the City in response to a request for proposal process; the third parties who were interested in the competition “supplied” information to the City for consideration. The second part of the test is met: the information was supplied by each third party to the local authority, in this case, the City.

3. Was the information supplied in confidence implicitly or explicitly?

[23] Information supplied “in confidence” means that the supplier provided the information in a situation of mutual trust. To meet the third part of the test, the information must have been supplied either “implicitly” or “explicitly” in confidence. The local authority must show that both parties intended the information to be held in confidence at the time the information was supplied. “Implicitly” means that confidentiality is understood, even though there is no actual agreement or statement of confidentiality. “Explicitly” means confidentiality has been clearly stated, by means of terms attached to the documentary evidence showing the information was supplied with the understanding the local authority would keep it confidential.¹⁰

[24] Several factors are relevant to considering whether information from a third party was supplied in confidence including:¹¹

- The information is communicated to the recipient on the stated basis that it was to be kept confidential;

⁹ OIPC [Review Report 003-2023](#) at paragraphs [39] to [41].

¹⁰ *Supra*, footnote 4 at paragraphs [57] and [58].

¹¹ *Ibid*, at paragraph [59].

- The actions of the recipient and the supplier demonstrate objective evidence of an expectation of, or concern for, the confidentiality of the information;
- The information was treated consistently by the supplier in a manner that indicates a concern for confidentiality; and
- The information was not otherwise disclosed or available from sources to which the public has access.

[25] On June 30, 2026, the City submitted that even though three of the submitting parties did not respond to the section 33 of *LA FOIP* third party notification, a representative of the Zamboni Grub and Wild Cats Club Lounge requested, “that the proposal on file be kept private and not be shown.”

[26] In the submission, the City asserted:

The Request for Proposal expressly advised proponents that the submissions would be treated as confidential. ... The City accepted the proposals on that basis and has consistently treated the information as confidential throughout the procurement process.

[27] Our review of page 8 of **Appendix A – Request for Proposal: Food & Beverage Services Warman Home Centre Communiplex** the *Request for Proposal* clearly states in the second paragraph: “The City of Warman will treat all responses as confidential information and will maintain them in confidence.” Calls for tender in which an expectation of confidentiality is stated at the outset will usually render the subsequent bids as “supplied in confidence”.¹²

[28] Confidentiality can be expected and mutually understood when there is an express statement in a competitive bid process as was the case here.

[29] The third part of the test is met: the information was supplied explicitly in confidence by each third party to the City.

¹² OIPC [Review Report 048-2024](#) at paragraph [20]. See also OIPC [Review Report 324-2021](#) at paragraph [26].

- [30] Section 18(1)(b) of *LA FOIP* was properly applied by the City to the four proposals that were submitted by the third parties in the tender process.

IV FINDINGS

- [31] OIPC has jurisdiction to undertake this review pursuant to PART VI of *LA FOIP*.
- [32] The City properly applied section 18(1)(b) of *LA FOIP* to the four competitive bids that it withheld from the Applicant in full.

V RECOMMENDATION

- [33] I recommend that the City continue to withhold the four third party proposals in full pursuant to the mandatory exemption in section 18(1)(b) of *LA FOIP*.

Dated at Regina, in the Province of Saskatchewan, this 16th day of October, 2026.

Grace Hession David
Saskatchewan Information and Privacy Commissioner