



Office of the  
Saskatchewan Information  
and Privacy Commissioner

## REVIEW REPORT 121-2025

**University of Regina**

**December 15, 2025**

### **Summary:**

The Applicant submitted an access to information request to the University of Regina (U of R) for records related to a tendering process. U of R released 346 pages of responsive records and of those pages, 225 pages contained redactions. The redactions by U of R involved the application of the exemptions pursuant to the following sections of *The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP)*:

- 16(1)(a) (advice and recommendations);
- 16(1)(b) (consultations and deliberations);
- 16(1)(c) (positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the local authority);
- 17(1)(a) (trade secrets of local authority);
- 17(1)(b) (financial, commercial, scientific, technical information of local authority);
- 17(1)(d) (interfere with contractual or other negotiations of the local authority);
- 17(1)(e) (positions, plans, procedures, criteria or instructions develop for the purpose of contractual or other negotiations of the local authority);
- 17(1)(f) (economic interest of the local authority);
- 17(1)(g) (undue benefit or loss to a person);
- 18(1)(a) (trade secrets of a third party);
- 18(1)(b) (financial, commercial, scientific, technical or labour relations information of a third party);
- 18(1)(c)(i) (financial loss or gain to a third party);
- 18(1)(c)(ii) (competitive position of third party);
- 18(1)(c)(iii) (contractual or other negotiations of a third party); and
- 18(1)(d) (statement of a financial account relating to a third party).

The Applicant requested a review by the Office of the Saskatchewan Information and Privacy Commissioner.

The Commissioner found that U of R did not properly apply section 16(1)(a) and (b) of *LA FOIP* to page 2 of the records at issue. However, the Commissioner found that U of R properly applied sections 16(1)(c) and 18(1)(c)(ii) of *LA FOIP* to the remaining portions of the records at issue, as indicated in the Appendix of this Report.

The Commissioner recommended that within 30 days of the issuance of this Report, U of R release the body of the email that appears at the top of page 2 but to continue to withhold the remaining portions of the records at issue, as indicated in the Appendix of this Report.

## I BACKGROUND

- [1] On May 12, 2025, the University of Regina (U of R) received the following access to information request from the Applicant:

We understand that our proposal for **RFP #91582-01-25 – Video Production Services for Alumni Awards** was not selected for award. In the spirit of continuous improvement, we would sincerely appreciate it if you could share any **evaluator notes, comments, scoring materials, or evaluation summaries** related to **all submissions**. This feedback would greatly assist us in refining our approach for future opportunities with your institution.

Additionally, we would like to formally request access to records under **The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP), R.S.S. 1990, c. L-27.1**, which governs public access to information held by municipal and academic institutions in Saskatchewan.

Specifically, we are requesting the following documents related to the winning proposal:

- Cover letter
- Narrative or project approach
- Pricing breakdown or total cost summary
- Any other submission materials provided by the awarded vendor

- [2] On May 26, 2025, U of R responded to the Applicant. It refused the Applicant access to all records and cited sections 16(1)(a), (b), 17(1)(a), (b), (d), (e), (f), (g), and 18(1)(a), (b),

(c)(i), (ii), (iii), and (d) of *The Local Authority Freedom of Information and Protection of Privacy Act (LA FOIP)*.<sup>1</sup>

- [3] On May 30, 2025, the Applicant requested that the Office of the Saskatchewan Information and Privacy Commissioner (OIPC) review the decision of U of R to refuse them access to the requested records.
- [4] During the intake portion of the OIPC review process, U of R cited section 16(1)(c) of *LA FOIP* as another reason for refusing access to the records.
- [5] On September 22, 2025, this office notified U of R, the Applicant, and Aspen Films of the OIPC review. Aspen Films was the successful third party who was awarded the contract as the result of the tendering process.<sup>2</sup>
- [6] Also on September 22, 2025, Aspen Films provided its submission to OIPC.
- [7] On October 17, 2025, U of R provided the index of records to OIPC. U of R did not grant permission to share the index of records with the Applicant.
- [8] Also on October 17, 2025, U of R informed OIPC there are additional third parties that were required to be notified of the review.
- [9] On October 20, 2025, U of R provided the records at issue to OIPC.
- [10] On October 22, 2025, the Applicant provided their submission to OIPC. The Applicant did not provide consent to share their submission with the other parties to the review.

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<sup>1</sup> [\*The Local Authority Freedom of Information and Protection of Privacy Act\*](#), S.S. 1990-91, c. L-27.1, as amended.

<sup>2</sup> SaskTenders: [Video Production Services for Alumni Awards – 91582-01-25](#).

- [11] In a letter to the Applicant dated October 23, 2025, U of R, released some records in full and in part to the Applicant. The exemptions that were applied, resulting in the redactions in this tranche of the disclosure, are the subject of this review.
- [12] On October 23, 2025, U of R provided OIPC with the contact information of nine additional third parties. These nine additional third parties were the other unsuccessful bidders to the tender. On that same day, OIPC notified the nine additional third parties of the review and invited them to provide submissions. This Report will not identify the other third parties on the grounds that the successful party, Aspen Films, is the only party that received public mention. The other third parties to the tender process have maintained their anonymity.
- [13] On October 24, 2025, October 29, 2025 and November 28, 2025, three of the third parties provided submissions to OIPC. All three parties refused to grant consent to share their submissions with the other parties.
- [14] On November 28, 2025, U of R provided its submission to OIPC. U of R indicated that it did not consent to the sharing of its submission with the other parties.

## II RECORDS AT ISSUE

- [15] There were 346 pages of responsive records released to the Applicant, of which 225 pages contained exemptions in part or in full. The records at issue and the nature of the applied exemptions by U of R are described in the table below:

Page Numbers	Description of Record	Exemptions applied by U of R
2	Email	U of R applied sections 16(1)(a), (b) of <i>LA FOIP</i> to the body of an email on page 2.
36 to 41	U of R evaluation of proposals	U of R applied sections 16(1)(a), (b), (c), 17(1)(d), (e), 18(1)(b), (c) of <i>LA FOIP</i> to most of these pages.

56 to 273	Proposals submitted by third parties to U of R in response to the Request for Proposals (RFP).	U of R applied sections 18(1)(a), (b), (c) of <i>LA FOIP</i> to these pages in full.
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### III DISCUSSION OF THE ISSUES

#### 1. Jurisdiction

[16] U of R qualifies as a “local authority” as defined by section 2(1)(f)(xii) of *LA FOIP*. Aspen Films qualifies as a “third party” as defined by section 2(1)(k) of *LA FOIP*. The nine unsuccessful bidders in the competition qualify as third parties as defined by section 2(1)(k) of *LA FOIP*. There is a finding that *LA FOIP* is engaged and OIPC has jurisdiction under PART VI of *LA FOIP* to undertake this review.

#### 2. Did U of R properly apply section 18(1)(c)(ii) of *LA FOIP*?

[17] U of R applied section 18(1)(c)(ii) of *LA FOIP* to the following:

Page Numbers	Description of Record	Exemption applied in part or in full
36 to 41	<p><b>U of R evaluation of proposals</b></p> <p>Pages 36 to 38 features a table that evaluates the performance of all the participants in the RFP. The first two columns on the left on pages 36 and 37 describe the five criterion as set by the U of R for evaluation. U of R applied section 16(1)(c) of <i>LA FOIP</i> to these columns, which will be considered later in this Report. However, U of R applied section 18(1)(c)(ii) of <i>LA FOIP</i> to the body of this table.</p> <p>Page 40 contains a table. The left column sets out one criterion by which the participants in the RFP</p>	<p><b>Exemption Applied in Part</b></p> <p>U of R applied section 18(1)(c)(ii) of <i>LA FOIP</i> to the body of the tables that contain the content drawn from the proposals submitted by third parties.</p>

	<p>are evaluated and the top row of the table are the names of the participants in the RFP. U of R applied section 18(1)(c)(ii) of <i>LA FOIP</i> to the body of this table.</p> <p>Page 41 contains a table. The left column sets out three criterion by which the participants in the RFP are evaluated. U of R redacted the total percentage that appears at the bottom cell of the column pursuant to section 16(1)(c) of <i>LA FOIP</i>, which will be discussed later in this Report. U of R applied section 18(1)(c)(ii) of <i>LA FOIP</i> to the body of this table.</p>	
56 to 273	These pages contain the original proposals submitted by the nine third parties to U of R in response to the U of R RFP.	<b>Exemption Applied in Full</b>

[18] Section 18(1)(c)(ii) of *LA FOIP* provides:

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

...  
(c) information, the disclosure of which could reasonably be expected to:

...  
(ii) prejudice the competitive position of;

...  
a third party;

[19] OIPC uses the following two-part test in our analysis of the application of the exemption in section 18(1)(c)(ii) of *LA FOIP*:<sup>3</sup>

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<sup>3</sup> OIPC [Review Report 274-2024](#) at paragraph [26].

1. What is the prejudice to a third party's competitive position that is being claimed?
2. Could the release of the record reasonably be expected to result in the prejudice?

[20] Section 18(1)(c)(ii) of *LA FOIP* features the phrase “could reasonably be expected”. In *Kasprick v. Saskatchewan Power Corporation*, Davis J. considered section 17 of *The Freedom of Information and Protection of Privacy Act*.<sup>4</sup> That section mirrors section 18 of *LA FOIP*. Davis J. found that the phrase “could reasonably be expected” means a threshold that is lower than “probability” but at least somewhat higher than “mere possibility”:<sup>5</sup>

[30] For exemptions under s. 17, a record-holder has the discretion to withhold a record that could reasonably be expected to disclose information subject to a statutory exemption. The “could reasonably” language is incorporated directly into the applicable provisions in the *FOIP Act*. A “could” standard generally invokes reasonable possibilities – not probabilities: *Giesbrecht* at para 44, *FOIP Act* at s 17. When combined with the word “expectation” the Legislature appears to be instituting a standard lower than probability, but at least somewhat higher than mere possibility: *Merck Frosst Canada Ltd. v Canada (Health)*, 2012 SCC 3 at para 196, [2012] 1 SCR 23 [*Merck Frosst*]. It should be noted that the Supreme Court in *Merck Frosst* was dealing with a standard involving a “reasonable expectation of probable harm” – something which I consider to be higher than the “could reasonably be expected” standard in the *FOIP Act*.

[21] The following are the definitions of relevant terms that are common to this area of privacy law in Saskatchewan:<sup>6</sup>

- “Prejudice” in this context refers to detriment to the competitive position of a third party.
- “Competitive position” means the information must be capable of use by an existing or potential business competitor, whether or not that competitor currently competes for the same market share.

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<sup>4</sup> [The Freedom of Information and Protection of Privacy Act](#), SS 1990-91, c. F-22.01, as amended. (*FOIP*)

<sup>5</sup> [Kasprick v Saskatchewan Power Corporation](#), 2025 SKKB 139 at paragraph [30]. [*Kasprick*]

<sup>6</sup> OIPC [Review Report 106-2025](#) at paragraph [59].

- [22] U of R submitted that the release of the third party proposals and/or the U of R evaluation of the proposals would provide the Applicant with confidential, sensitive business and pricing information of one or more of its competitors. Undoubtedly this would be extremely prejudicial to the third parties.
- [23] Aspen Films objected to the release of their proposal and submitted that the release of the information would undermine their competitive position and give unfair insight into the pricing model and approach they have refined over many years.
- [24] Another third party asserted that the release of the information would unduly expose their creative approach, budgeting structure and intellectual property. The fear was that disclosure of their proposal would ultimately provide an unfair advantage to another company at their expense.
- [25] The Applicant submitted that the concerns of the third parties were irrelevant because it was the function of U of R to identify these issues in the section 7 decision letter of May 26, 2025. The Applicant argued that U of R failed in this respect. The Applicant cited past rulings from this office in support of its argument, specifically Review Report LA-2012-004<sup>7</sup> and Review Report 082-2015.<sup>8</sup>
- [26] Review Report LA-2012-004 is not helpful to this set of facts because it was an application for the disclosure of a contract that had been negotiated *after* a request for proposals was received and decided upon by a local authority School Board. In the present case, the Applicant is requesting disclosure of information that is related entirely to a tender process, as outlined in paragraph [17] of this Report.

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<sup>7</sup> OIPC [Review Report LA-2012-004](#). Note that the Review Report was released in 2012 and the current analysis adopted by this office including the threshold that has now been established by the Saskatchewan King's Bench last year in *Kasprick* casts a pall on the relevance of this entire decision.

<sup>8</sup> OIPC [Review Report 082-2015](#).



[27] In that Review Report, the applicant applied for disclosure of a contract negotiated between a School Board local authority and a Taxi company. The tender process had nothing to do with the ruling. The exemption within section 18(1)(c)(ii) was deemed by the Commissioner to have been incorrectly applied by the School Board because it could not be shown that there was a clear cause and effect relationship between the disclosure of the final contract and the prejudicial effect this would have on future RFP competitions.<sup>9</sup> The contract in that case was nothing more than a service instrument whereby the contractor agreed to pay a third party to provide a service at an agreed price. On that basis, the Commissioner distinguished between the final contract and the third party submission to the request for proposal tender.<sup>10</sup> The final contract was recommended to be disclosed because, in the mind of the Commissioner, the cause and effect relationship had not been established to meet the first part of the harms test.<sup>11</sup>

[28] Review Report 082-2015 is equally unhelpful to this analysis because the record in question, a Master Services Agreement, was a third party contract that had been negotiated, completed and entered into at the time of the access request. The contract is never fully explained in the Review Report but the relevant portions that formed the basis of the disclosure dispute included terms for quality assurance standards and pricing, among others.<sup>12</sup> The Commissioner noted that each contract was based on quality assurance standards that the third party did not wish disclosed pursuant to section 18(1)(c) of *LA FOIP*. However, the Commissioner recommended disclosure of the contract on the basis

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<sup>9</sup> *Supra*, footnote 7 at paragraph [53]. The School Board submitted that a disclosure of the final contract for service would be prejudicial to the economic interest of the School Board. The Commissioner pointed out the lack of logic with the School Board's submission. Section 18(1)(c) is drafted to apply to third parties not the local authority. The Commissioner noted in paragraph [28] that if the Applicant and other competitors knew the details of the current contract with the Taxi company, the School Board would likely receive a better proposal in future bids for proposals. This would only *benefit* the economic interests of the School Board local authority not cause undue harm.

<sup>10</sup> *Ibid*, at paragraph [55].

<sup>11</sup> *Ibid*, at paragraph [64].

<sup>12</sup> *Supra*, footnote 8 at paragraph [47].

that the quality assurance standards for each contract varied based on factors unique to each contract. There was no clear establishment of a cause and effect relationship between release of the contract and any future negotiations.<sup>13</sup> The Commissioner noted that “disclosure, not secrecy, is the default for records of this sort”.<sup>14</sup> By “records of this sort”, he meant finalized contracts.

- [29] The redactions on pages 36 to 41 concern the U of R evaluations of the RFP proposals from each third party. These evaluations are commentary upon the proposals as submitted by the third parties. All parties to this review submitted that the exemption in section 18(1)(c)(ii) of *LA FOIP* rightly applies to this material save for the Applicant.
- [30] Pages 56 to 273 are the 10 proposals submitted by the third parties to U of R in response to the RFP. Upon review, these proposals outline the methodologies, approaches, and pricing structures of the third parties. The proposals were clearly generated by the third parties in a competitive bid to win a contract with the U of R.
- [31] The release of the contents of these proposals could reasonably be expected to result in an advantage to the Applicant and a detriment to the third parties. For example, the disclosure of the pricing structures of the third parties would enable the Applicant to modify their pricing structures to undercut competitors in future bid processes. As such, there is a finding that U of R properly applied the exemption in section 18(1)(c)(ii) of *LA FOIP* to the body of the tables that include the proposals of the third parties on pages 36 to 41. Also, there is a finding that U of R properly applied section 18(1)(c)(ii) of *LA FOIP* to pages 56 to 273 in full. There will be a recommendation that the U of R continue to withhold these portions of the records.

### **3. Did U of R properly apply section 16(1)(a) of *LA FOIP*?**

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<sup>13</sup> *Ibid*, at paragraph [48].

<sup>14</sup> *Ibid*, at paragraph [49].

[32] U of R applied section 16(1)(a) of LA FOIP to the body of an email at the top of page 2 of the records at issue.

[33] Section 16(1)(a) of *LA FOIP* provides:

**16(1)** Subject to subsection (2), a head may refuse to give access to a record that could reasonably be expected to disclose:

(a) advice, proposals, recommendations, analyses or policy options developed by or for the local authority;

[34] OIPC uses the following two-part test to determine if section 16(1)(a) of *LA FOIP* applies:<sup>15</sup>

1. Does the information qualify as advice, proposals, recommendations, analyses, or policy options?
2. Were the advice, proposals, recommendations, analyses and/or policy options developed by or for the local authority?

[35] U of R asserted that the redacted in the body of the email at the top of page 2 qualifies as advice, recommendations and analysis. In its submission, U of R relied on the definitions of “advice” and “recommendations” set out by the Supreme Court of Canada in *John Doe v. Ontario (Finance)*:<sup>16</sup>

[22] The Court of Appeal also found that “[a]dvice’ may be construed more broadly than ‘recommendation’” (para. 29). However, it distinguished these terms by finding that “‘recommendation’ may be understood to ‘relate to a suggested course of action’ more explicitly and pointedly than ‘advice’”, while “[a]dvice’ . . . encompass[es] material that permits the drawing of inferences with respect to a suggested course of action, but which does not itself make a specific recommendation” (*ibid.*). In oral argument in this Court, the Information and Privacy Commissioner of British Columbia and the Canadian Civil Liberties Association made a similar distinction: that while “recommendation” is an express suggestion, “advice” is simply an implied recommendation (transcript, at pp. 52 and 57).

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<sup>15</sup> OIPC [Review Report 078-2025](#) at paragraph [41].

<sup>16</sup> [John Doe v. Ontario \(Finance\)](#), [2014] 2 SCR 3 at paragraph [22].

[36] With regard to the term “analysis”, OIPC defined the term as the detailed examination of the elements or structure of something; the process of separating something into its constituent elements.<sup>17</sup>

[37] The portion of page 2 to which U of R applied section 16(1)(a) of *LA FOIP* is to the body of an email from a Supply Management Consultant to the Director of Supply Management Services. The Supply Management Consultant poses a question asking for direction to the Director. The posing of a question can not qualify as advice, proposals, recommendations, analyses or policy options. Therefore, there will be a finding that U of R did not properly apply section 16(1)(a) of *LA FOIP* to the body of the email at the top of page 2. OIPC will also consider the U of R application of 16(1)(b) of *LA FOIP* to this portion of the record before making a recommendation in relation to this portion of the records at issue.

#### **4. Did U of R properly apply section 16(1)(b) of *LA FOIP*?**

[38] U of R applied section 16(1)(b) of *LA FOIP* to the body of the email at the top of page 2 of the records at issue.

[39] Section 16(1)(b) of *LA FOIP* provides as follows:

**16(1)** Subject to subsection (2), a head may refuse to give access to a record that could reasonably be expected to disclose:

...

(b) consultations or deliberations involving officers or employees of the local authority;

[40] OIPC uses the following two-part test to determine if a local authority has properly applied section 16(1)(b) of *LA FOIP*.<sup>18</sup>

1. Does the record contain consultations or deliberations?

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<sup>17</sup> OIPC [Review Report 039-2021](#) at paragraph [17].

<sup>18</sup> OIPC [Review Report 107-2024](#) at paragraph [36].

2. Do the consultations or deliberations involve officers or employees of the local authority?

[41] U of R argued that the email at the top of page 2 contains consultations and deliberations.

[42] In past reports, OIPC has used the following relevant definitions:<sup>19</sup>

- “Consultation” means the act of consulting or taking counsel together, or a deliberation or conference in which the parties consult and deliberate. A consultation can occur when the views of one or more officers or employees of a local authority are sought as to the appropriateness of a particular proposal or suggested action. It can include consultations about prospective future actions and outcomes in response to a developing situation. It can also include past courses of action. For example, where an employer is considering what to do with an employee in the future, what has been done in the past can be summarized and would qualify as part of the consultation or deliberation.
- “Deliberation” means the act of deliberating (to deliberate: to weigh in mind; to consider carefully with a view to a decision; to think over). It is the careful consideration with a view to a decision, and the consideration and discussions of the reasons for and against a measure by several counsellors. A deliberation can occur when there is a discussion or consideration of the reasons for or against an action. It can refer to discussions conducted with a view towards making a decision.
- “Involving” means including. There is nothing in the exemption that limits the exemption to participation only of officers or employees of a local authority. Collaboration with others is consistent with the concept of consultation.
- “Employee” means an individual employed by a local authority and includes an individual retained under a contract to perform services for the local authority.

[43] The term “officer” is a high ranking individual within the local authority who exercise management and administrative functions, and who derives their authority either from statute or from council.<sup>20</sup>

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<sup>19</sup> OIPC [Review Report 107-2024](#) at paragraph [37].

<sup>20</sup> Ontario Office of the Information and Privacy Commissioner [Order M-813](#) (July 31, 1996)

- [44] It should be noted that the consultations or deliberations do not need to be exclusively internal and can involve the information gathering process:<sup>21</sup>

[67] I accept that the concept of deliberation might suggest an intent to decide. Consultation appears to be a broader term, and need not have that objective, though the definition advanced by the Commissioner suggest that such an objective might be necessary. Consultation might reasonably occur at such an early stage of decision-making that it equates to information gathering to better inform proposal-development. If the Legislature intended to exclude discussions with persons that might not lead to decisions, it would have been a simple matter to include that notion in s.16. It did not do so.

- [45] The portion of page 2 to which U of R applied section 16(1)(b) of *LA FOIP* is the same question as discussed above, as posed by a Supply Management Consultant to the Director of Supply Management Services. The question is from one party to another party asking for directions on how to proceed. There is no discussion prior to the question, no answer giving directions and no reply showing information gathering or research that is then discussed. The contents of the redacted portion of page 2 appear to qualify as a request for assistance and can hardly be considered a consultation.
- [46] A consultation/deliberation involve the discussion of ideas and even the collection of information that would lead to a final decision. This record involves no transmission of information or discussion of concepts, ideas or research. There is a finding that U of R did not properly apply section 16(1)(b) of *LA FOIP* to the body of the email at the top of page 2. There will be a recommendation that, within 30 days of the issuance of this Report, the U of R release this portion of the records at issue.

## **5. Did U of R properly apply section 16(1)(c) of *LA FOIP*?**

- [47] U of R applied section 16(1)(c) of *LA FOIP* to the columns of material as previously described in paragraph [17] of this Report.
- [48] Section 16(1)(c) of *LA FOIP* provides:

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<sup>21</sup> [\*Tarasoff v Saskatoon \(City\)\*](#), 2025 SKKB 41 at paragraph [67].

**16(1)** Subject to subsection (2), a head may refuse to give access to a record that could reasonably be expected to disclose:

...

(c) positions, plans, procedures, criteria or instructions developed for the purpose of contractual or other negotiations by or on behalf of the local authority, or considerations that relate to those negotiations;

[49] This office has previously held that only one of the following questions must be answered in the affirmative for OIPC to find that section 16(1)(c) of *LA FOIP* properly applies:<sup>22</sup>

1. Does the record contain positions, plans, procedures, criteria or instructions
  - a. developed for the purpose of contractual or other negotiations; or
  - b. by or on behalf of the local authority?
2. Or does the record contain considerations that relate to those negotiations?

[50] In its submission, U of R asserted the withheld information contains criteria developed by the U of R for the purpose of contractual negotiations. We found this submission confusing since the issue with this access request involved a request for proposals much like a tendering process. However, we accept that the U of R was signalling that the criterion for evaluation of the various participants in the competition originated from criteria that are normally applied to the evaluation of a contract with which the U of R may enter.

[51] Relevant definitions that are helpful to this phase of the analysis include:<sup>23</sup>

- “Criteria” are standards, rules or tests on which a judgement or decision can be based or compared; a reference point against which other things can be evaluated.
- “Developed” means to start to exist, experience or possess.
- “For the purpose of” means intention; the immediate or initial purpose of something.

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<sup>22</sup> OIPC [Review Report 170-2024](#) at paragraph [13].

<sup>23</sup> [Review Report 315-2023](#) at paragraph [86].

- “On behalf of” means “for the benefit of”. A person does something “on behalf of” another, when he or she does the thing in the interest of, or as a representative of, the other person.
- A “negotiation” is a consensual bargaining process in which the parties attempt to reach agreement on a disputed or potentially disputed matter.

[52] The contents of the first two columns on the left on pages 36 to 37 and the redacted portion of the first column on page 41 clearly meet the definition of “criteria”. The criteria set out the elements most valued by the U of R in its evaluation of proposals and the weight assigned to each element in a percentage format based on the merit of each submission. Upon review of pages 36 to 37 and 41, it is evident that the criteria were developed by, or for, U of R. U of R established and used the criteria in its evaluation of proposals that would have led to the awarding of a contract in the tender competition. Since only one of the two questions laid out in the test needs to be affirmed and since the requirements of the first pillar of the test have been fully met, there is a finding that U of R properly applied section 16(1)(c) of *LA FOIP* to the first two columns on the left on pages 36 to 37 and the redacted portion of the first column of the table on page 41. There will be a recommendation that U of R continue to withhold these portions of the records at issue.

#### **IV FINDINGS**

[53] *LA FOIP* is engaged and OIPC has jurisdiction under PART VI of *LA FOIP* to undertake this review.

[54] U of R properly applied section 18(1)(c)(ii) of *LA FOIP* to the body of the tables that appear on pages 36 to 41 that contain the contents drawn from the proposals submitted by third parties.

[55] U of R properly applied section 18(1)(c)(ii) of *LA FOIP* to pages 56 to 273.

[56] U of R did not properly apply section 16(1)(a) of *LA FOIP* to the body of the email at the top of page 2.



[57] U of R did not properly apply section 16(1)(b) of *LA FOIP* to the body of the email at the top of page 2.

[58] U of R properly applied section 16(1)(c) of *LA FOIP* to the first two columns on the left on pages 36 to 37 and the redacted portion of the first column of the table on page 41.

## **V RECOMMENDATIONS**

[59] I recommend that, within 30 days of the issuance of this Report, the U of R release the body of the email at the top of page 2, as indicated in the Appendix to this Report.

[60] I recommend that U of R continue to withhold the remaining portions of the records at issue, as outlined in the Appendix of this Report.

Dated at Regina, in the Province of Saskatchewan, this 15<sup>th</sup> day of December, 2025.

Grace Hession David  
Saskatchewan Information and Privacy Commissioner

## Appendix

Page Numbers	Description of exemptions applied by U of R	OIPC Findings	OIPC Recommendations to U of R
2	U of R applied 16(1)(a), (b) of <i>LA FOIP</i> to the body of email on page 2.	U of R did not properly apply sections 16(1)(a) and 16(1)(b) of <i>LA FOIP</i> .	<b>Release</b> the body of the email at the top of page 2 within 30 days of the issuance of this Report.
36 to 41	U of R applied 16(1)(a), (b), (c), 17(1)(d), (e), 18(1)(b), (c) of <i>LA FOIP</i> to the majority of these pages.	<p>U of R properly applied section 18(1)(c)(ii) of <i>LA FOIP</i> to the body of the tables that appear on pages 36 to 41 that contain the contents drawn from the proposals submitted by third parties.</p> <p>U of R properly applied section 16(1)(c) of <i>LA FOIP</i> to the first two columns on the left of the table on pages 36 to 37.</p> <p>U of R properly applied section 16(1)(c) of <i>LA FOIP</i> to the redacted portion of the first column of the table on page 41.</p>	<p>Continue to withhold the body of the tables that appear on pages 36 to 41 pursuant to 18(1)(c)(ii) of <i>LA FOIP</i>.</p> <p>Continue to withhold the first two columns on the left of the table on pages 36 to 37 pursuant to 16(1)(c) of <i>LA FOIP</i>.</p> <p>Continue to withhold the redacted portion of the first column of the table on page 41 pursuant to section 16(1)(c) of <i>LA FOIP</i>.</p>
56 to 273	U of R applied 18(1)(a), (b), (c) of <i>LA FOIP</i> to these pages in full.	U of R properly applied section 18(1)(c)(ii) of <i>LA FOIP</i> to these pages in full.	Continue to withhold pursuant to section 18(1)(c)(ii) of <i>LA FOIP</i> .