

Communications Procurement Policy

The Communications Procurement Policy protects and promotes the use of fair, transparent and competitive communications procurement practices used by the Government of Saskatchewan.

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1.0 Policy Application

- 1.1 The Communications Procurement Policy applies to:
- 1.1.1 the Government of Saskatchewan, its Crown corporations and agencies; and,
 - 1.1.2 suppliers registered with the Communications Services to provide print and communications services to the Government of Saskatchewan.
- 1.2 Within this policy, the term clients shall refer to the Government of Saskatchewan, its Crown corporations and agencies, as well as all employees, contractors and third-parties acting on behalf of government.
- 1.3 The term suppliers shall refer to all communications and print suppliers registered with the Government of Saskatchewan.
- 1.4 All negotiations for communications and print services must be issued in compliance with this policy. Clients shall not procure any work for communications or print services outside its application, and suppliers shall not accept any such work.
- 1.5 Crown corporations are not required to procure print, promotional items and signs and displays through the Communications Procurement Policy.
- 1.6 Clients must not sign any contracts or enter into agreements that bind them to communications and print procurement processes through an alternate procurement method. Where this happens, the Communications Procurement Policy supersedes any other agreements.
- 1.7 Clients requesting any whole or partial exemption from the Communications Procurement Policy must:
- 1.7.1 submit a formal request for decision, including a detailed rationale and authorization from its permanent head, to the Director, Communications Services; and,
 - 1.7.2 obtain the approval, in writing, of the Director, Communications Services.

2.0 Policy Statement

- 2.1 The Communications Procurement Policy protects and promotes the use of fair, transparent and competitive communications procurement practices used by the Government of Saskatchewan.

2.2 All procurement of services that fall within the business classifications listed below and that are described in the appendices must meet the procurement standards identified by this policy and through its procedures.

2.3

1.0	Advertising Agency of Record – Communications, Marketing, and Media
2.0	Primary Research & Analysis
3.0	Digital Marketing and Communications
4.0	Multimedia Production
5.0	Photography
6.0	Design & Desktop Publishing
7.0	Writing
8.0	Event Coordination
9.0	Marketing
10.0	Communications Management
11.0	Media Monitoring
12.0	Print Services

3.0 Guiding Principles

3.1 **Communications Services shall establish a fair, transparent and competitive tendering environment for the procurement of government communications requirements, and these principles shall guide the application of the policy.**

3.2 Client groups shall support Saskatchewan's registered suppliers insofar as they are able within the parameters of applicable trade agreements, recognizing that these agreements benefit Saskatchewan by creating a stronger and more competitive marketplace.

3.3 **Within the bounds of accountability and the terms of their employment, client groups shall exercise freedom of choice in the selection and award of communications and print negotiations, working to establish positive relationships with reputable suppliers.**

3.4 All client groups and registered suppliers will act in good faith in the execution of all communications and print procurement negotiations, acting in accordance with this policy and within the terms and conditions established by the individual negotiations.

4.0 Roles and Responsibilities

4.1 Communications Services shall:

- 4.1.1 promote and enforce the Communications Procurement Policy,
- 4.1.2 establish procurement practices in compliance with applicable trade agreements;
- 4.1.3 build positive relationships with client groups and suppliers through consistent and transparent communication;
- 4.1.4 maintain and encourage a high standard of communications practice throughout government;
- 4.1.5 award negotiations consistent with this policy and the preference of client groups without bias;
- 4.1.6 advise and mentor client groups in the application of the policy, communications practices and industry trends, providing information to both clients and suppliers on the policy and its procedures; and,
- 4.1.7 maintain a fair, transparent and competitive tendering environment by monitoring trends in communications procurement, reviewing government policy and adjusting procedures.

4.2 Client groups shall:

- 4.2.1 act in good faith to comply with government purchasing policy, the Communications Procurement Policy, its procedures and the terms and conditions of awarded negotiations;
- 4.2.2 obtain appropriate approvals for all projects, including Executive Council approval on all projects within the following business classifications: 3.0 Digital Marketing and Communications; 4.1 TV commercial production; 4.2 Video production; and 9.1 Promotional items.
- 4.2.3 obtain appropriate approvals for all projects, including Executive Council approval for services that fall within business classification 4.0 Primary Research and Analysis where services will be procured through Communications Procurement Policy
- 4.2.4 Treasury Board Crown client groups are not required to obtain Executive Council approval before procuring promotional items.
- 4.2.5 immediately declare knowledge of policy non-compliance and unethical behaviour to Communications Services;
- 4.2.6 publish negotiations with accurate and precise requirements that efficiently meet the purposes of

- government, and that promote a fair and competitive tendering environment;
 - 4.2.7 award negotiations to the most competitive bids without bias, providing defensible rationales in the selection of invited suppliers and the award of subsequent negotiations;
 - 4.2.8 establish positive working relationships with Communications Services and its registered suppliers;
 - 4.2.9 meet communications objectives and visual identity requirements in all communications procurement initiatives;
 - 4.2.10 participate in evaluations as required in multi-year or agency of record contracts; and,
 - 4.2.11 identify conflicts-of-interest as employees of the Government of Saskatchewan and in publishing negotiations and in representing government in panel competitions.
- 4.3 Suppliers shall:
- 4.3.1 become registered in appropriate business classifications with Communications Services;
 - 4.3.2 act in good faith to comply with the policy, its procedures and the terms and conditions of awarded negotiations;
 - 4.3.3 immediately declare knowledge of policy non-compliance and unethical behaviour to Communications Services;
 - 4.3.4 provide quality work at a competitive price;
 - 4.3.5 declare intent and terms of all subcontracting in negotiation responses
 - 4.3.6 declare conflicts-of-interest during registration and in negotiation responses;
 - 4.3.7 establish positive working relationships with Communications Services and its client groups;
 - 4.3.8 participate in client/agency evaluations as required in multi-year or agency of record contracts;
 - 4.3.9 maintain accurate and up-to-date registration records with Communications Services;
 - 4.3.10 provide any and all documentation as requested by Communications Services ;
 - 4.3.11 meet any lawful requirements relating to the provision of its services; and,
 - 4.3.12 maintain accounts to all suppliers and subcontractors on government contracts in accordance with the terms of the supply contract or subcontract.

- 4.4 Agencies of Record (AOR) shall, in addition to all supplier responsibilities listed in section 4.3, and when procuring on behalf of clients as defined in section 4.2:
- 4.4.1 adhere to the Communications Procurement Policy and its procedures, including, but not limited to, utilization of suppliers registered with Communications Services when acting on behalf of government clients;
 - 4.4.2 maintain a full-time staff of personnel capable of providing all AOR services as outlined in 5.4.1;
 - 4.4.3 maintain minimum annual net billings of \$250,000;
 - 4.4.4 maintain a bank line of credit of at least \$75,000;
 - 4.4.5 maintain accounts payable to suppliers on all government contracts on a current to 45 day status;
 - 4.4.6 have no majority shareholders or partners involved as shareholders or partners in communications-related companies or agencies bankrupt or in receivership within the last two years;
 - 4.4.7 declare ownership/partnership in other companies registered with Communications Services as communications or print suppliers;
 - 4.4.8 provide all invoices issued to client groups sorted by client group on a monthly basis;
 - 4.4.9 provide a report of all AOR services to individual client groups sorted by line item;
 - 4.4.10 provide invoices that include line items consistent with government preference;
 - 4.4.11 provide a monthly report of any communications services and print negotiations handled by the agency on behalf of client groups; and,
 - 4.4.12 promptly advise Communications Services of any failure to meet any of the requirements in 4.4.

5.0 Registration of Communications and Print Suppliers

- 5.1 Suppliers who wish to bid on government communications and print negotiations must be registered with the Government of Saskatchewan through Communications Services.
- 5.2 Communications Services will accept applications from all interested suppliers, and will not discriminate against eligible suppliers who are located outside of Saskatchewan.
- 5.3 Successful registration in any business classifications may be based on the following:
- 5.3.1 completion of applicable registration forms;
 - 5.3.2 declaration of all business locations and ownership;

- 5.3.3 demonstration of capacity for in-house services;
- 5.3.4 declaration of potential conflicts-of-interest;
- 5.3.5 disclosure of typical subcontractor use;
- 5.3.6 length of term in business;
- 5.3.7 reference checks; and,
- 5.3.8 ability to respond to negotiations via an online tendering system.

5.4 Applicants for the AOR business classification must meet the following additional requirements:

5.4.1 maintain a full-time staff of personnel capable of providing these services:

Account planning and service
Production project management
Strategic communications planning
Creative conceptualization
Copywriting
Graphic design and desktop publishing
Media planning, negotiating and buying
Account billing and administration

5.4.2 maintain minimum annual net billings of \$250,000;

5.4.3 maintain a bank line of credit of at least \$75,000;

5.4.4 demonstrate appropriate financial management and willingness to submit financial statements to an accounting firm;

5.4.4.1 the financial statements will be submitted upon request of Communications Services;

5.4.4.2 the accounting firm chosen must be acceptable to Communications Services and its relevant client groups; and,

5.4.4.3 costs for the financial assessment are borne by the supplier in question.

5.4.5 have no majority shareholders or partners involved as shareholders or partners in communications-related companies or agencies bankrupt or in receivership within the last two years; and,

5.4.6 declare ownership/partnership in other companies registered with the Government of Saskatchewan as communications or print suppliers.

5.4.7 for AOR business classification registration is considered provisional until the supplier completes its initial year with first AOR account by demonstrating fulfillment of roles and responsibilities defined in section 4.3 and 4.4 and favourable client evaluation.

5.5 Prior to successful registration, eligible applicants must sign an letter of commitment in which the applicant undertakes that:

5.5.1 the business will adhere to the Communications Procurement Policy and its procedures;

5.5.2 it is free and clear of bankruptcies or receiverships;

- 5.5.3 all changes material to registration, such as those relevant to ownership or service-capability will be immediately disclosed to Communications Services and client groups within existing contracts;
 - 5.5.4 changes to registration information will be promptly submitted to Communications Services;
 - 5.5.5 all subcontracting will be declared in negotiation responses; and,
 - 5.5.6 all ownership/partnership in other communications or print businesses is immediately disclosed to Communications Services and client groups within existing contracts
- 5.6 Communications Services will confirm registration status with suppliers through written correspondence, and provide prompt access to the online tendering system to all new suppliers.
- 5.7 Only registered suppliers will be invited to submit a response for communications and print services negotiations. Negotiations that fall within parameters of existing trade agreements will be posted publicly.
- 5.8 Registration in AOR services may prohibit registration in the following business classifications:

5.8.1

6.0	Design & Desktop Publishing
7.0	Writing
9.0	Marketing
10.0	Communications Management

- 5.9 Suppliers registered in AOR services who do not have an agency of record contract with a client group may submit an application for registration in the business classifications in section 5.8.1. Such registration will be suspended upon award of an agency of record contract. Existing contracts awarded prior to the award of the agency of record contract remain intact.

6.0 Procurement Negotiations

- 6.1 For all procurement of communications and print services negotiations, clients must adhere to this policy.
- 6.2 Subject to Section 4.0, clients and suppliers are required to immediately report misconduct, including policy non-

- compliance and unethical behaviour to Communications Services.
- 6.3 Clients must develop positive and professional working relationships within the terms of their employment and the application of the Communications Procurement Policy and its procedures.
- 6.4 Suppliers are permitted to market their business to clients within accepted public procurement standards and the terms of the policy and its procedures.
- 6.5 Only registered suppliers may be invited to bid on negotiations published by Communications Services, except:
- 6.5.1 where trade agreements apply and negotiations are posted on a public website, bids are accepted from non-registered suppliers:
 - 6.5.1.1 non-registered suppliers must submit registration information to Communications Services as part of its negotiation response;
 - 6.5.1.2 non-registered suppliers must meet registration criteria to receive awards;
 - 6.5.1.3 the responses from non-registered suppliers meet the requirements of the negotiations; and,
 - 6.5.1.4 suppliers must declare all subcontracting.
 - 6.5.2 in circumstances where registration cannot be easily determined prior to the start of the open negotiation, the non-registered supplier has discretion to determine whether or not to participate in the competition, subject to the following:
 - 6.5.2.1 the registration status is determined prior to the negotiation award; and,
 - 6.5.2.2 neither Communications Services nor the respective client is liable for any expenses or losses incurred by the supplier as part of the competition, including the preparation and submission of bids or proposals where non-registration is the outcome of registration applications.
- 6.6 **Clients and suppliers are prohibited from direct contact during the terms of an open negotiation except in the following circumstances:**

- 6.6.1 contact is permitted before a negotiation is deemed an open negotiation, and after the negotiation has closed and is awarded;
- 6.6.2 clients and suppliers already in a contractual relationship may continue to work together in good faith within the terms of any original contract(s); and,
- 6.6.3 negotiation includes a panel competition, briefing sessions and presentations at which both the invited suppliers and the clients will be present.

7.0 Direct Sourcing

- 7.1 Clients may direct-source any project with a value of \$2,500 or less to any supplier registered with Communications Services, within the following parameters:
- 7.1.1 direct-source contracts must be authorized by Communications Services;
 - 7.1.2 Communications Services has ultimate discretion over all direct sourcing;
 - 7.1.3 clients are encouraged to appropriately research direct-sourcing contracts, establishing an understanding of service delivery and rates and drawing on expertise at Communications Services, prior to entering into direct-source contracts;
 - 7.1.4 clients can direct-source contracts to any supplier up to \$2500 per project with a maximum of 10 contracts or \$10,000, whichever occurs first, within one fiscal year;
 - 7.1.5 clients must direct-source in good faith and within the parameters and principles set out by this policy, and within the terms of their employment;
 - 7.1.6 clients must declare any conflict-of-interest to Communications Services before entering into any direct sourcing contract; and,
 - 7.1.7 at their discretion, clients may choose to issue a negotiation for any project under \$2500 through the online tendering system, and by the competition processes outlined within this policy.
- 7.2 Direct sourcing is also permitted when clients wish to award a repeat job, within the following parameters:
- 7.2.1 the client identifies that the supplier provided quality work at a competitive price and would like to award the same job to the same supplier without a new negotiation;
 - 7.2.2 most recent delivery occurred within 12 calendar months of the new request date;
 - 7.2.3 the original negotiation was a Request for Quotations (RFQ) and does not include a request for proposals or presentations;
 - 7.2.4 the client and the supplier agree on any changes, and the successful supplier agrees to repeat the job for the same price;
 - 7.2.5 limited, reasonable alterations to the awarded value may be permitted following approval by

- 7.2.6 Communications Services, based on written rationale provided by the client and supplier; and, a job may be repeated up to three times in one fiscal year before it must be re-tendered.
- 7.3 Direct sourcing may not be used to award jobs where trade agreements apply.
- 7.4 Clients should access standing offer agreements with specified conditions as authorized by Communications Services for specified communications and print services

8.0 Requests for Quotations

- 8.1 Requests for quotations (RFQs) will be used to solicit bids in negotiations to procure any of the business classifications where the primary response required is a dollar value.
- 8.2 Wherever possible, RFQs must be issued to at least five suppliers on every negotiation:
 - 8.2.1 clients should use discretion in the selection of suppliers for any RFQ, and should consider selecting all qualified suppliers;
 - 8.2.2 where clients opt not to choose an invitation list, Communications Services will publish the negotiation to all qualified suppliers or will select five or more suppliers from a randomized list of all qualified suppliers;
 - 8.2.3 incumbent suppliers are to be invited on the next subsequent negotiation:
 - 8.2.3.1 clients must indicate an incumbent supplier or a previous RFQ to Communications Services in order to identify incumbents; and,
 - 8.2.3.2 clients can opt not to invite incumbents by demonstrating that the incumbent did not provide a quality service at a competitive price on any previous project.
- 8.3 RFQs will be awarded by Communications Services within the following parameters:
 - 8.3.1 the client chooses to award the negotiation to the most competitive bid based on price alone;
 - 8.3.2 the client chooses to award the negotiation to a supplier with the most competitive bid, who has demonstrated a high quality of service-delivery;
 - 8.3.3 all invited suppliers are notified of the award decision; and,

- 8.3.4 a record of all the negotiations will be publicly posted on a monthly basis.
- 8.4 Where the same service will be required frequently within a set time period, clients are permitted to request a negotiation for a term contract:
 - 8.4.1 clients may consider a term contract of up to a total of four years for any service procured through an RFQ;
 - 8.4.2 in order for a contract to be renewed, the client must petition Communications Services no later than two months prior to the anniversary of the award date;
 - 8.4.3 clients must complete a review of the contract and submit to Communications Services between 90 and 60 days prior to the expiry of the contract;
 - 8.4.4 contracts are subject to the terms of trade agreements;
 - 8.4.5 Communications Services and the client groups will consider inviting all qualified suppliers to tender on any term contracts; and,
 - 8.4.6 clients may request more substantive responses from suppliers outside the standard RFQ procedure.

9.0 Requests for Proposals

- 9.1 Requests for proposals (RFP) will be used to solicit bids in negotiations to procure any of the business classifications where the response requires submission of a proposal or a scheduled presentation.
- 9.2 Wherever possible, RFPs must be issued to at least five suppliers within every negotiation:
 - 9.2.1 clients must use discretion in the selection of suppliers for any RFP, and should consider selecting all qualified suppliers;
 - 9.2.2 where clients opt not to choose an invitation list, Communications Services will publish the negotiation to all qualified suppliers or will select five or more suppliers from a randomized list of all qualified suppliers; and,
 - 9.2.3 incumbent suppliers are to be invited on the next subsequent negotiation:
 - 9.2.3.1 clients must indicate an incumbent supplier or a previous RFP to Communications Services in order to identify incumbents; and,
 - 9.2.3.2 clients can opt not to invite incumbents by demonstrating that the incumbent did not

provide a quality service at a competitive price on any previous project.

- 9.3 RFP competitions will include the following:
 - 9.3.1 a detailed RFP including defined selection criteria;
 - 9.3.2 development of a scoring matrix for evaluating selection criteria;
 - 9.3.3 assembly of a competition panel where project budget equals or exceeds \$75,000;
 - 9.3.4 in-person briefings and presentations (at the discretion of the client and Communications Services); and,
 - 9.3.5 development of an award rationale approved by the client and Communications Services.

- 9.4 RFPs will be awarded by Communications Services within the following parameters:
 - 9.4.1 the client and Communications Services choose to award the negotiation to the most competitive bid based on analysis of the matrices of both the client and Communications Services, or in the case of panel competitions, the matrices of all panel members;
 - 9.4.2 all invited suppliers are notified of the award decision; and,
 - 9.4.3 a record of all the negotiations will be publicly posted on a monthly basis.

- 9.5 Where the same service will be required frequently within a set time period, clients are encouraged to request a negotiation for a term contract:
 - 9.5.1 clients may request a term contract up to the maximums identified for AOR contracts in section 10.2. in order for a contract to be renewed, the client must petition Communications Services no later than two months prior to the anniversary of the award date;
 - 9.5.2 clients must complete a review of the contract and submit to Communications Services between 90 and 60 days prior to the expiry of the contract;
 - 9.5.3 contracts are subject to the terms of trade agreements;
 - 9.5.4 all qualified suppliers will be invited on any term contracts; and,
 - 9.5.5 clients must follow standard procedure in issuing RFPs for term contracts.

10.0 Agency of Record Competitions

- 10.1 Where a client requires the services of an agency of record (AOR), Communications Services will establish a framework and a timeline for an agency of record competition.
- 10.2 Standard Agency of record contract lengths are:
 - 10.2.1 four years for ministries and agencies; and,
 - 10.2.2 six years for Crown corporations.
- 10.3 Clients are required to:
 - 10.3.1 notify Communications Services of their intent to contract an AOR;
 - 10.3.2 consult with Communications Services and provide a detailed rationale for the requirement; and,
 - 10.3.3 work with Communications Services to meet the requirements of the competition as outlined in this policy and its procedures.
- 10.4 AOR competitions include:
 - 10.4.1 consultation with suppliers registered in AOR services prior to a published negotiation to gauge interest and capabilities;
 - 10.4.2 a request for information (RFI) process to publicly solicit letters of intent from registered suppliers, as well as those non-registered suppliers within applicable trade agreements;
 - 10.4.3 a short-listing process subject to the criteria defined in the RFI;
 - 10.4.4 invitations to participate in a panel competition through an RFP, including defined selection criteria;
 - 10.4.5 development of a scoring matrix for evaluating selection criteria;
 - 10.4.6 assembly of a competition panel;
 - 10.4.7 an in-person, teleconference or videoconference briefing;
 - 10.4.8 submission of proposals;
 - 10.4.9 presentations before the competition panel combined with questions and answers sessions;
 - 10.4.10 evaluation of the proposals and presentations by the competition panel; and,
 - 10.4.11 development of an award rationale approved by the client and Communications Services.
- 10.5 AOR contracts will be awarded by Communications Services within the following parameters:
 - 10.5.1 the client and Communications Services choose to award the negotiation to the most competitive proposal

based on analysis of the matrices of all panel members;

10.5.2 all invited suppliers are notified of the award decision; and,

10.5.3 a record of all the negotiations will be publicly posted on a monthly basis.

10.6 At the close of the competition, submissions provided by participating agencies will be returned. Communications Services will retain one copy of each proposal for the competition file, and the client will retain one copy of each proposal. All other materials will be returned.

10.7 Clients who require AOR services outside the scope of an AOR contract may issue an agency project RFP, using practices consistent with section 9.

10.8 The length or term of an Agency of Record contract may be adjusted at the discretion of Communication Services, Executive Council, or upon client request, in order to respond in good faith to special circumstances. A defensible rationale must be provided by the client in consultation with the supplier, and this must be approved by the client's permanent head and the Executive Director of Communications Services, Executive Council.

11.0 Competitions Administered by Agencies of Record

11.1 Where a client requires the procurement of a communications service, the client may choose to have the contracted AOR act on its behalf to procure the service. In the absence of this choice, standard policy and procedures apply.

11.2 AORs acting on behalf of clients must adhere to the Communications Procurement Policy and its procedures, including but not limited to:

11.2.1 using communications and print suppliers registered with Communications Services;

11.2.2 parameters for direct sourcing outlined in section 7.0; and,

11.2.3 standard RFQ and RFP policy and procedures.

11.3 AORs are not permitted to procure the following services on behalf of their clients within the terms of this policy:

2.0	Primary Research & Analysis
12.0	Print (except when the agency procures printing on

	behalf of clients exempted in section 1.5; and, except where the agency is procuring signage, displays or direct mail services on behalf of the client)
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- 11.4 AORs may act on behalf of the client and administer competitions over \$75,000 within the following parameters:
 - 11.4.1 the AOR assumes the roles and responsibilities of the client;
 - 11.4.2 the AOR obtains approval from Communications Services on the schedule and RFP for all such competitions;
 - 11.4.3 representatives from Communications Services sit on the competition panel;
 - 11.4.4 the AOR provides a complete tender competition file to Communications Services at the conclusion of the tender; and,
 - 11.4.5 this policy and Communications Services' procurement procedures apply.
- 11.5 Such contracts will be awarded by the AOR within the following parameters:
 - 11.5.1 the AOR, the client and Communications Services choose to award the negotiation to the most competitive proposal based on analysis of the matrices of all panel members;
 - 11.5.2 all invited suppliers are notified of the award decision; and,
 - 11.5.3 AORs will include a report of all negotiations as part of their agency invoicing submissions as indicated in section 4.4.

12.0 Competition Awards

- 12.1 Competition awards are made in good faith by Communications Services:
 - 12.1.1 clients and suppliers are bound by the terms and conditions of all awards and contracts;
 - 12.1.2 awards are authorized by Communications Services through purchase orders (POs);
 - 12.1.3 suppliers must not proceed on any communications or print award in the absence of a purchase order from Communications Services; and,
 - 12.1.4 disputes over project awards will be resolved as outlined by section 13.3.

- 12.2 Suppliers found to be non-compliant for the following reasons will be subject to discipline:
 - 12.2.1 subcontracted work outside of the terms and conditions of the negotiation, and without disclosure;
 - 12.2.2 poor service-delivery resulting in late or sub-quality product;
 - 12.2.3 inappropriate behaviour as defined by Saskatchewan's harassment legislation; and,
 - 12.2.4 receipt of work outside the defined procurement processes.

- 12.3 Client groups found to be non-compliant for the following reasons will be subject to discipline:
 - 12.3.1 projects sourced outside the defined procurement processes;
 - 12.3.2 projects sourced to a supplier where an existing conflict-of-interest is not declared;
 - 12.3.3 inappropriate behaviour as defined by terms of employment and Saskatchewan's harassment legislation; and,
 - 12.3.4 consistent and flagrant disregard for appropriate supplier co-ordination practices resulting in missed deadlines, increased costs and lack of delivery.

- 12.4 Upon the award of an AOR contract, authorized by purchase order from Communications Services, the client and the supplier must:
 - 12.4.1 prepare and execute a formal contract to establish the parameters of the relationship;
 - 12.4.2 agree on payment terms;
 - 12.4.3 send the draft contract to Communications Services for review;
 - 12.4.4 obtain the opinion of legal counsel;
 - 12.4.5 formalize the contract; and,
 - 12.4.6 provide a signed copy to Communications Services.

- 12.5 Clients and suppliers may wish to execute a formal contract for any awarded project, and must follow the same parameters of the AOR contract process. Payment terms for all awards must be agreed upon by client and supplier.

- 12.6 Upon award of contracts of one year or more, clients and suppliers agree to complete an annual evaluation:
 - 12.6.1 in order for a contract to be renewed, the client must petition Communications Services no later than two months prior to the anniversary of the award date;

- 12.6.2 clients and suppliers should complete individual evaluation forms, and meet to discuss the evaluations between 90 and 60 days prior to the expiry of the contract;
- 12.6.3 the evaluations will be submitted to Communications Services; and,
- 12.6.4 contracts will be renewed for the subsequent year upon receipt and review of the evaluations by Communications Services.

12.7 Clients who require a formalized contract in addition to a purchase order should complete the contract and submit it to Communications Services for the competition file.

12.8 All changes to award or contract parameters must be authorized by Communications Services; changes to award or contract parameters may be requested by clients in writing including detailed rationale and the changes in costs, terms and conditions, and supplier agreement to change.

13.0 Managing Client/Supplier Relationships

- 13.1 Communications Services will monitor client/supplier relationships.
- 13.2 Clients and suppliers engaged in contracts of one year or more must complete an annual evaluation due two months prior to the anniversary of the award date as outlined in sections 8.4.2, 9.5.2 and 12.6.1.
- 13.3 Communications Services will engage client groups and suppliers in dispute resolution processes where necessary, and as follows:
 - 13.3.1 clients and suppliers must attempt to resolve the disagreement amicably without intervention from Communications Services;
 - 13.3.2 should 13.3.1 not result in successful resolution, the client and the supplier must submit written assessments to Communications Services, including all background detail;
 - 13.3.3 Communications Services will review the project and work with the client and supplier to amicably resolve the dispute;
 - 13.3.4 Communications Services will monitor implementation of acceptable solutions and the results; and,

- 13.3.5 where necessary, Communications Services will take disciplinary action.
- 13.4 Disciplinary action among client groups applies as follows:
 - 13.4.1 in a dispute resolution process where the client is found to have acted outside policy, Communications Services will work with the client to establish an understanding of the policy and its procedures;
 - 13.4.2 where the client is found to be in flagrant disregard of this policy and its procedures, Communications Services will take the necessary disciplinary action; and,
 - 13.4.3 in extreme circumstances, Communications Services will escalate the matter to the client's permanent head.
- 13.5 Disciplinary action among suppliers applies as follows:
 - 13.5.1 in a dispute resolution process where the supplier is found to have acted outside policy, Communications Services will work with the supplier to establish understanding of the policy and its procedures;
 - 13.5.2 where the supplier is found to be in flagrant disregard of this policy and its procedures, Communications Services will take the necessary disciplinary action, including, but not limited to:
 - 13.5.2.1 issuing a written warning to the supplier;
 - 13.5.2.2 suspending the supplier from all business classifications for a specified term;
 - 13.5.2.3 removing the supplier from all business classifications permanently;
 - 13.5.2.4 notification of all impacted client groups; and,
 - 13.5.2.5 in extreme circumstances, notification of appropriate authorities.

Document History

Revision Date	Section	Revision	Rationale
2010	All	Policy rewrite	The policy was rewritten to comprehensively outline the application of its provisions in order to support transparency and a better understanding among stakeholders.
2010	3.2	NWP changes	The New West Partnership (NWP) was signed by the Premiers of Alberta, British Columbia and Saskatchewan in

Revision Date	Section	Revision	Rationale
			July 2010. The policy language was updated to reflect this and other applicable trade agreements.
2010	7.0	Direct Sourcing addition, including provisions for repeat jobs	A review was conducted that determined 50-60% of print and communications tenders fell under a threshold of \$2500 per tender. To promote efficiency and increase the effectiveness of tendering activities, a direct source process was introduced to reduce activities related to tenders within this threshold.
2010	2.2	Addition of procedures to set out standard competition types	These procedures were introduced in order to create fairness and transparency around procurement processes to demonstrate the processes involved to both clients and suppliers.
2010	8.4 9.5	Allowance of four-year contracts outside of AOR situations	This change was made to promote effective client and supplier relationships where longer term contracts could benefit the work and its outcomes. In addition, it was made to reduce unnecessary tenders for work that should be bundled into year-over-year contracts.
2010	5.4	AORs allowed to provide interactive services to their AOR clients	Allowed AOR's with interactive capabilities to provide their clients with that service.
November 2011	2.3	Revised New print and communications business classifications, including addition of interactive back into to the policy.	This change was made to help identify the growing number of specialty interactive suppliers.

Revision Date	Section	Revision	Rationale
Sept 2012	1.5	Crown corporations are exempt from policy for procurement of promotional items.	Crown corporations have policies in place.
Sept 2012	2.3	Business classification changes: 1.1 addition of Media Buying, addition of 9.1 Promotional Items 3.0 Interactive subcategories 3.1 Full service digital/interactive agency of record 3.2 Web strategy, research and user experience 3.3 Web/application design & development 3.4 Mobile design and development.	The Interactive sub-categories were implemented based on interactive client needs and the categories were out dated. Promotional Items was added to Communications Services accountabilities to leverage existing processes for efficiencies. The addition of a Media Buying category was required to address market participants that specialize in this category.
Sept 2012	5.4	Addition of provisional registration for AOR suppliers.	This was included to provide additional support and guidance to new AOR's as they develop their first AOR relationship, to ensure success.
Sept 2012	7.2	Use of direct sourcing for repeat jobs clarified.	
Sept 2012	9.5	Clarified clients may consider term contracts for lengths consistent with the maximum for AOR contracts.	Allows for contracts with a supplier where a particular service is required multiple times. This reduces the work of re-tendering each time a project occurs and allows for relationships to develop.

Revision Date	Section	Revision	Rationale
Sept 2012	10.8	Agency of Record contract lengths may be adjusted at the discretion of Communication Services, Executive Council and upon client request, in consultation and with agreement from the Client and supplier.	This allows for adjustments to contract length to account for situations such as government reorganization, general election, etc.
Sept 2012	11.3	Added exception that AORs can procure signage, displays or direct mail services on behalf of the client	Procurement of signage, displays and direct mail – has efficiencies when being procured through the agency on behalf of their client. AORs cannot procure print with the exception of agencies procuring for Crown.
Sept 2012	12.8	Clarified process required for requesting change orders.	This added section identifies the important role the client plays when changes are required to an existing project/contract.
2014	2,3	Revised category name 3	Changed Interactive category to Digital Marketing and Communications to more accurately reflect services
2014	4.2.2;4.2.3;4.2.4	Clarified approvals for film, video, digital marketing and communications, research, and promotional items	Added approvals for promotional items and clarified research approval process
2014	7.4	Standing offers	Added standing offers available for print and communications services
2014	Appendix A	Removed 2.5 Full Services Market Research Suppliers and 3.4 Full Service interactive Agencies	These categories are redundant as suppliers would be registered in other subcategories

Glossary

agency project	A project that requires the services of a supplier registered in the AOR services business classification
agreement	Any arrangement for the provision of print and communications services
anniversary award date	One year from the award of a communications or print services purchase order
annual net billings	The total billings of a company over the course of one year, minus expenses and deductions
applicable trade agreements	Interprovincial or international agreements that restrict or promote trade that apply to the Saskatchewan communications and print industries, including the Western Accord, the Agreement on Internal Trade and the New West Partnership
award	A purchase order that provides authorization to a client group and the successful supplier to enter into an agreement for a project
bid	Response from a supplier on a negotiation
business classification	The criteria used to classify projects to be tendered by Communications Services, and the criteria by which communications and print suppliers are registered
change order	A purchase order that has been altered to reflect changes in the cost, or the terms or conditions of an award
client and supplier relationship	A working arrangement established by a contract between a client and a supplier
closed negotiation	A negotiation that is not longer open for bidding
Communications Services	A branch in Executive Council responsible for communications and print procurement for the Government of Saskatchewan, its Crown corporations and agencies
competition	A framework to describe a negotiation that includes a

	request for proposals, and that can include a four or five person competition panel, a competition briefing and in-person presentations
competition briefing	An informal in-person or teleconference question and answer session for bidding suppliers to clarify request for proposal requirements
competition file	The compilation of all relevant competition documentation, including the award, request for proposals, proposals, scoring matrices, decision rationale and other supporting materials
competition panel	Representatives identified to formally evaluate proposals and identify successful and unsuccessful bidding suppliers
contract (general)	A formal agreement for the provision of print and communications services that is issued and authorized by Communications Services via purchase order
contract (formal)	A agreement for the provision of agency of record services or other print and communications services that is signed by the permanent head responsible for the client group and the proponent of the supplier group to formalize an award from Communications Services
direct source	To obtain print or communications services from a supplier in the absence of a published negotiation
defensible rationale	See rationale.
evaluations	A formal process between a client and supplier of a multi-year contract to exchange positive and constructive comments to improve and strengthen client and supplier relationships
expiry of the contract	The date upon which the contract is void.
fiscal year	April 1 to March 31
freedom of choice	Clients are able to choose a supplier that is not the lowest bidding supplier on a negotiation by providing

	a defensible rationale to support the award decision
incumbent	The supplier previously awarded on the most-recent negotiation for the same project
in-house service	Communications or print service that is provided directly by a registered supplier and is not brokered or subcontracted
invitation list	The list of registered suppliers invited on a negotiation
letter of intent	A letter submitted by a supplier in response to a request for interest from Communications Services to demonstrate intent to participate in a competition on an upcoming negotiation
matrix	A table for scoring and evaluating proposals submitted in negotiations
negotiation	A tender for a communications or print project
negotiation response	See bid
non-registered supplier	A supplier who is not registered with Communications Services to provide communications or print services to the Government of Saskatchewan, its Crown corporations and agencies
online tendering system	The web-based system used by Communications Services to receive communications and print requisitions, publish negotiations, receive bids and award negotiations
open negotiation	A tender that is open for bidding
panel competition	A competition that requires a competition panel to review and evaluation proposals, and to make an award decision
permanent head	The delegated leader of a client group
presentation	An in-person presentation in support of a proposal submitted on a published negotiation

procurement	The method for obtaining services for government
proposal	A response from a bidding supplier to a request for proposals
public website	A website in the public domain where all suppliers, both registered and non-registered, can view the requirements of open negotiations
purchase order (standard)	A contract for a defined, one-time service offered at a fixed price, or for a type of service for a total value of services over a set period of time
qualified supplier	A registered supplier who had demonstrated high service value and quality delivery
randomized invitation list	A list of eligible suppliers from a business classification randomized to generate an invitation list
rationale (award)	A defensible reason based on cost, quality and service-delivery for selecting to award to one bidding supplier provided to Communications Services in writing
rationale (general)	A defensible reason for requesting a decision or making a recommendation provided to Communications Services in writing
registration	To be included on the list of communications and print suppliers registered by Communications Services to be eligible to bid on work for the Government of Saskatchewan, its Crown corporations and agencies
repeat job	To direct-source a project to an incumbent print or communications supplier that has the exact same scope and cost of a request for quotations awarded within 12 calendar months of the present project
request for interest (RFI)	A published document that solicits communications and print suppliers for letters of intent regarding a particular negotiation
request for proposals (RFP)	A published document that solicits communications and print suppliers for proposals regarding a

	particular negotiation
request for quotations (RFQ)	A published document that solicits communications and print suppliers for a quotation (dollar value only) regarding a particular negotiation
standing offer	A standing offer agreement means an agreement between the client(s) and supplier(s), wherein the supplier(s) agree(s) to provide, on demand, specified goods or services under specified conditions during a set period at a defined price or discount structure
short-list	A list of suppliers invited to further participate in a panel competition following a request for interest
subcontracting	An arrangement when a third-party supplier is sourced through a registered supplier to complete work awarded through a negotiation
tendering environment	The condition of public procurement in Saskatchewan
tender	See negotiation
term contract	A formal agreement for the provision of print and communications services over a set period of time
visual identity	The established protocol for the design of visual advertising, promotions, communications and information pieces for the Government of Saskatchewan

See Also the Appendices

- Appendix A Communications Services Business Classifications
- Appendix B Print Services Business Classifications

Appendix A Communications Services Business Classifications

Agency of Record

- 1.1 Advertising Agency
- 1.2 Media Buying

Primary Research & Analysis

- 2.1 Qualitative – In-person
- 2.2 Qualitative – Online
- 2.3 Quantitative – In-person
- 2.4 Quantitative – Online

Digital Marketing and Communications

- 3.1 Strategy, Information Architecture, Analytics Consulting, and UX
- 3.2 Web Design & Development
- 3.3 Mobile/Social Service Development

Multimedia Production

- 4.1 Television Commercial Production
- 4.2 Video Production
- 4.3 Post Production
- 4.4 Sound Production
- 4.5 Animation
- 4.6 Media Duplication

Photography

- 5.1 Photography

Design & Desktop Publishing

- 6.1 Graphic Design
- 6.2 Desktop Publishing

Writing

- 7.1 Writing

Event Coordination

- 8.1 Event Planning and Experiential Marketing
- 8.2 Audio Visual Equipment Rental

Marketing

- 9.1 Marketing Strategy
- 9.2 Promotional Items
- 9.3 Social Media Strategy /Online Community Management

Communications Management

- 10.1 Communications Strategy
- 10.2 Media Training

Media Monitoring

- 11.1 Print & Broadcast Media Monitoring

12.0 Print (See Appendix B)

12.1 General Print

12.2 Envelopes

12.3 Copying

12.4 Web Press

12.5 Forms

12.6 Signs

12.7 Direct Mail

12.8 Bindery

Appendix B Print Services Business Classifications

GENERAL PRINT

PR 1C1 2C1 4C1 4P1
PR 1C2 2C2 4C2 4P2
PR 1C3 2C3 4C3 4P3
PR 1C4 2C4 4C4 4P4
PR 1C5 2C5 4C5 4P5
PR 1C6 2C6 4C6 4P6
PR 1C7 2C7 4C7 4P7
PR 1C8 2C8 4C8 4P8

PR precedes all these classifications

1st column is 1 colour, 2nd is 2 colour, 3rd is 4 colour, 4th is 4 colour plus.

Numbers 1 through 8 are size designations:

1 – 11 x 17 5 – 19 x 25

2 – 12 x 18 6 – 20 x 28

3 – 14 x 20 7 – 23 x 29

4 – 17 ½ x 23 8 – 28 x 40

ENVELOPES

PR ENV1
PR ENV2
PR ENV4
PR ENVSP

Numbers 1, 2 and 4 are colour designations

ENVSP = envelope manufacturing

COPYING

PR HSC1
PR HSCC

Black and white and colour copying

WEB PRESS

PR WEB
PR WEBHS

Cold and heat set

FORMS

PR FPS
PR FCONT
PR FSN
PR FSP

Fan Apart
Continuous
Snap Set
Special

SIGNS

PR LGFM
PR DISP
PR SIGN
PR WRAP

Large Format
Displays
Signs
Wraps

DIRECT MAIL

PR MAIL
PR INSN
PR VDAT

Mail Prep Insertion Variable Data

BINDERY

PR BIND SS
PR BIND PB
PR BIND SP
PR BIND COPY

SS- Saddle Stitch PB – Perfect Bound SP-Die Cutting, Foiling, Embossing Copy- Digital Bindery
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