The Perils of Public Openings: Transparency or Collusion?

Webinar Materials

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Charbonneau Highlight: Drive-By Bidding

As reported by the Montreal Gazette, testimony from Charbonneau Commission revealed how public bid openings can be exploited by unscrupulous parties to facilitate bidder intimidation and stifle open competition:

The list of construction contractors who claim they were relentlessly stalked, intimidated and even physically assaulted after attempting to bid on public contracts in Montreal grew at the Charbonneau Commission on Monday, with two more entrepreneurs surfacing to tell their stories.

Piero Di Iorio, the former head of Excavation D.P. Ltd., stunned the ongoing public inquiry during the afternoon session with the allegation that another construction boss once went so far as to intentionally slam into Di Iorio’s truck in the Ville Marie tunnel to prevent him from getting to city hall on time to submit a bid. The driver of the other vehicle was Johnny Piazza, the witness said, brother of local construction boss Joey Piazza.

“He crushed me against the wall of the tunnel,” said Di Iorio, who recently left the world of construction after more than three decades in the industry. He was able to climb out of his mangled truck’s window, he testified, then an off-duty RCMP officer drove him the rest of the way downtown, where he dropped off his bid as planned. Di Iorio pressed charges against Piazza, he said, but was forced to drop the complaint at the request of his father after the elder Di Iorio met with two unnamed men in his office.


Montreal Mayor Toppled By Corruption Charges

A CBC News story reports that the mayor of Montreal has resigned after being arrested and charged with 14 fraud and corruption-related offences. The report notes that there are no immediate plans for a direct provincial takeover of the battered municipality:

The province and the majority of municipal councillors have said the city should select an interim mayor to serve until the next municipal election in November,
rather than placing the city under trusteeship or advancing the date of the municipal election.

The resignation is the latest in a long run of public officials who have been forced from office over the Quebec municipal construction scandal, which recently led to the city of Laval being placed under provincial trusteeship.


Quebec Cabinet Approves Laval Takeover

The Montreal Gazette reports that the Quebec government has taken direct control over the city of Laval, Quebec's third-largest municipality, in the wake of an ongoing and escalating procurement scandal in the province involving the construction industry and municipal government procurement:

The measure was imposed after the latest in a string of corruption allegations levelled against the city administration in the suburb north of Montreal.

Laval's former mayor is accused of running city hall like a criminal racket and he now faces gangsterism charges, after having resigned in scandal.

Now, the new interim mayor is alleged to have also taken part in illegal party financing. Alexandre Duplessis has denied that allegation, levelled last week in testimony at the Charbonneau inquiry.

However, Duplessis requested trusteeship for the city after the provincial government had already publicly raised it as a possible solution.

Municipal Affairs Minister Sylvain Gaudreault told a news conference in Quebec City that the trusteeship was in the best interests of the city.

“The decision follows a series of exceptional events that have marked the administration of the City of Laval and also seriously weakened the confidence of the citizens of Laval with regard to their local government,” he said Monday.

The story notes that for an indefinite period, a provincially appointed three-member panel will be responsible for approving all city council decisions and budgets and that these trustees will also have final say over hiring and firing staff.

“Quebec premier: Laval trusteeship is ‘terrible, disheartening, sad’,” Montreal Gazette, June 3, 2013.
Mass Arrests in Quebec Corruption Scandal

As reported by CTV News, the former mayor of Laval was one of dozens of individuals arrested by Quebec’s anti-corruption squad as part of the province’s expanding municipal corruption scandal:

Gilles Vaillancourt, the former mayor of Laval, is among a group of 37 facing a slew of charges ranging from fraud to gangsterism after a series of arrests by Quebec's anti-corruption squad early Thursday.

Vaillancourt, who appeared in a Laval court Thursday afternoon, faces two charges of gangsterism, including one related to directing a criminal organization, which carries a maximum penalty of a life sentence.

The list of 37 people picked up by police Thursday includes other politicians, political aides, lawyers and people with ties to the construction industry, including embattled construction magnate Tony Accurso who is already facing charges of fraud, conspiracy and corruption.

The story also notes that the former Laval mayor has proclaimed his innocence and vows to fight the charges laid against him.


Alleged Bid Rigging at CFB Halifax

A CBC News story reports that charges have been laid in connection with an alleged bid rigging scheme at Canadian Forces Base Halifax:

Military investigators believe they’ve uncovered a large-scale fraud involving civilian employees at CFB Halifax.

Court documents allege current and former employees colluded to overcharge for expensive parts for heating systems.

The Canadian Forces National Investigation Service calls their probe “Operation Aftermath.”

Police allege a retired civilian employee of the Formation Logistics Unit created four Nova Scotia shell companies to bid on contracts.

The documents say those companies then competed among themselves to supply expensive heating parts to CFB Halifax.

A civilian contracting officer was allegedly in on the scheme.

He’s suspected of chopping up large contracts into many smaller jobs to avoid scrutiny from Public Works and Government Services.
Authorities estimate that the value of the fraud scheme was approximately $1 million.

*J. Julian “CFB Halifax police uncover suspected $915K fraud,” CBC News, April 18, 2013.*

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**Changes by Former Mayor Paved Way for Political Interference in Montreal**

An article in the Montreal Gazette details the history of changes in city processes that led to Montreal’s current culture of political interference in contract awards:

> Until the mid-1990s, a Montreal city councillor wasn’t allowed to phone a municipal civil servant, much less step foot inside a bureaucrat’s office.

> The separation between the political branch of the city and the civil service was as sacrosanct as the separation between church and state, says "Carl," a long-serving Montreal civil servant who retired while that division, which had existed for decades, was still in force during the 1990s.

> But things changed in December 1994, when the newly elected mayor at the time, Pierre Bourque, and the Quebec government quietly discarded the provision amid a slew of amendments to the city charter.

> “Now you see where that has brought us,” said Carl — not his real name — referring to what witnesses at the Charbonneau Commission have described as incestuous relations between municipal employees, Montreal politicians and city contractors who enjoyed regular direct contact during the mid-2000s.

> …

> The issue has been discussed recently among the unions representing Montreal’s municipal employees.

> “We asked ourselves the question,” said Gisèle Jolin, president of the union representing the city’s 1,700 professionals, the Syndicat des professionelles et professionnels municipaux de Montréal.

> “Are there elected officials who call civil servants to find out where they are in a file of interest to them? It’s done. But that shouldn’t exist.”

The article provides a detailed account of the changes, including the establishment then abolishment of the office of secretary general, which served as a liason between politicians and civil servants, preventing city councillors from directly contacting municipal civil servants.

The Perils of Public Openings

By Marilyn Brown

(Originally published in the Summer 2013 edition of Caveat Emptor, the magazine of the Ontario Public Buyers Association.)

It has long been assumed that public openings, where tenders are opened and bid prices are read aloud in the presence of bidders, enhance the transparency of the bidding process. But do public openings actually achieve the intended result? Unfortunately, some measures designed to increase transparency can have the undesirable effect of facilitating bidder collusion and anti-competitive practices. Evidence before the recent Charbonneau Commission investigating corrupt procurement practices in Quebec reminds us that organized crime can use the public opening process to intimidate bidders and discourage bids from suppliers who are not part of the bidding cartel. Public sector organizations need to look again at public openings.

**International Opinion**

A number of international sources cast doubt on the merits of public openings. The Supplement to the 2011 Annual Statistical Report on United Nations Procurement ("Ensuring integrity and competition in public procurement markets: a dual challenge for good governance") argues that the public opening of tenders makes it much easier for a bidding ring to police its members:

*While widely seen as … an anti-corruption measure, [public opening of tenders] can also facilitate collusion by enabling cartel members to determine whether co-conspirators fulfilled promises either not to bid or to submit artificially high ‘cover bids’, thereby increasing cartel stability.*

“*Curbing Fraud, Corruption, and Collusion in the Roads Sector*," published by the World Bank’s Integrity Vice Presidency, notes that cartel prosecutions began to decline in the 1990s where public opening of bids was abolished.

The United States Department of Justice issued an anti-trust primer — *"Price Fixing, Bid Rigging and Market Allocation Schemes: What They Are and What to Look For*" — which concludes that public openings favour collusion: "*bidders who congregate in the same building or town to submit their bids have an easy opportunity for last minute communications.*"

The OECD’s *Guidelines For Fighting Bid Rigging in Public Procurement* identifies signs of collusion and bid rigging, including the practice of “*bring[ing] multiple bids to a bid opening and choos[ing] which bid to submit after determining (or trying to determine) who else is bidding*”.

There are clearly good reasons to be skeptical about the merits of public openings. But are they required in Canada?
**The Canadian Context**

Although some public sector organizations in Canada have elected to provide for public openings in their internal policies and procedures, and some Canadian jurisdictions have made public openings mandatory, neither Canadian common law nor binding international or domestic trade agreements require that bids be opened in public. All organizations should confirm their obligations under their governing statutes and regulations with their legal advisors, but many Canadian public sector organizations are not subject to any obligation to open bids in public.

- International trade agreements, such as NAFTA and the *WTO Agreement of Government Procurement*, speak to the opening of tenders under procedures and conditions guaranteeing the regularity of the opening of tenders, and require retention of information on the opening of tenders, but do not require that tenders be opened in public.

- Canada’s *Agreement on Internal Trade* provides that tender calls must include “the time and place of the opening of the tenders in the event of a public opening”, which clearly acknowledges that tenders may not necessarily be opened in public.

- Neither Ontario’s *Management Board of Canada’s Procurement Directive*, nor the *Broader Public Sector Procurement Directive* require public openings, and the *Broader Public Sector Procurement Directive Implementation Guidebook* suggests only that bids be opened in the presence of at least one witness.

- Public openings are not required under the *New West Partnership Trade Agreement*, the *Trade and Cooperation Agreement between Ontario and Quebec*, the *Agreement on the Opening of Public Procurement for Québec and New Brunswick* or the *Atlantic Procurement Agreement*.

**Closing the Door**

Public sector entities engaged in procurements can actually suffer from an excess of public process. While intended to facilitate fair and open competition, public opening of tenders can cause more harm than good. In the Canadian context, protection against internal corruption and impropriety in the opening of bids and the recording of bid prices is available in simple measures, such as a requirement that bids be opened and recorded in the presence of at least two individuals, including a representative of the procurement department. A less public bid opening process can sometimes result in more bidding transparency — consider closing the door to the bid opening room.
Certificate of Independent Bid Determination

The attached Certificate of Independent Bid Determination has been developed by the federal Competition Bureau for use by tendering authorities when calling for bids, tenders or quotations. The purpose of this document is to deter bid-rigging by requiring bidders to disclose, to the tendering authority, all material facts about any communications and arrangements which the bidder has entered into with competitors regarding a tender call.

Purchasing authorities are encouraged to use this document, or a similar one of their own design, when buying goods or services through a competitive process. The Bureau believes that the use of this type of document will help to discourage bid-rigging and can ultimately facilitate the prosecution of suppliers for offences under the Competition Act. Purchasing authorities who choose to use this form should recognize, however, that it does not guarantee that bid-rigging will be eliminated or that all offenders will be successfully apprehended and prosecuted.

For further information, you can contact the Bureau at the following address and telephone/fax numbers:

   Competition Bureau
   Industry Canada
   50 Victoria Street
   Hull, Quebec
   K1A 0C9

   Tel.: (800) 348-5358
   (819) 997-4282
   TDD service: (800) 642-3844
   Fax: (819) 997-0324
Certificate of Independent Bid Determination

I, the undersigned, in submitting the accompanying bid or tender (hereinafter "bid") to:

[Corporate Name of Recipient of this Submission]

for:

[Name and Number of Bid and Project]

in response to the call or request (hereinafter "call") for bids made by:

[Name of Tendering Authority]

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: [Corporate Name of Bidder or Tenderer (hereinafter "Bidder")]

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
   (a) has been requested to submit a bid in response to this call for bids;
   (b) could potentially submit a bid in response to this call for bids, based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
   (a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
   (b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) methods, factors or formulas used to calculate prices;
   (c) the intention or decision to submit, or not to submit, a bid; or
   (d) the submission of a bid which does not meet the specifications of the call for bids; except as specifically disclosed pursuant to paragraph (6)(b) above;
8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (6)(b) above.

[Printed Name and Signature of Authorized Agent of Bidder]

[Position Title] (Date)
Montreal Bans Bid Rigging Firm for Five Years

A story in The Gazette reports that the City of Montreal has imposed a five year ban on a firm that admitted to having engaged in collusion to rig the award of city contracts and inflate the related costs:

Dessau has been officially disqualified from bidding on public contracts with the city of Montreal for five years, Montreal Mayor Michael Applebaum announced Friday afternoon, adding more firms would get the bad news in the days to come.

The city’s legal department notified Dessau on Friday as it applied its recently modified policy on contract management that now bars anyone (or any company) which has admitted to taking part in collusion.

Only a few weeks ago, Dessau senior vice-president Rosaire Sauriol testified before the Charbonneau Commission that his firm was part of a cartel of engineering firms that colluded to rig the bidding process and divide up municipal contracts — hiking prices as they did.

The story notes that there will be more bidder barring announcements coming from the City of Montreal in the wake of ongoing Charbonneau Commission revelations.


Feds Doing Business With Bid Riggers

A story in the Toronto Star notes how the federal government continues to do business with companies that were involved in bidding rigging:

The Canadian government still does business with companies that were involved in criminal bid-rigging schemes.

In one case, federal departments have dished out more than $150 million in contracts to a company after its part owner and senior executive pleaded guilty to bid-rigging.

In another, the government has ongoing contracts with a convicted consulting firm it has blacklisted, and has recently invited the company to bid on federal work worth millions.

The two firms have tallied close to 500 contracts for government consulting, IT services and other work since the corporate wrongdoing came to light, an ongoing Star investigation into federal contracts has found.

The story goes on to explain how some companies were able to navigate a loophole in the government’s anti-bid-rigging policy by having the specific individuals involved in the bid-rigging
schemes plead guilty for a nominal fine to avoid a conviction against the corporations, thereby allowing the companies to remain eligible for further government work.


Drafting Error Sparks Late Bid Battle

*Moorefield Excavating Ltd. v. Arran-Elderslie (Municipality)*

Ontario Superior Court of Justice

In its March 2012 decision in *Moorefield Excavating Ltd. v. Arran-Elderslie (Municipality)*, the Ontario Superior Court of Justice dismissed a summary defence motion brought by a consultant whose alleged drafting error resulted in a lawsuit. The case dealt with a tender call issued by the Municipality of Arran-Elderslie for the replacement of a water main. A bidder brought a claim against the municipality for alleged breaches of the bid submission protocols. The municipality had retained an external consultant to prepare the tender documents and administer the tendering process. After being sued by the unsuccessful bidder, the municipality brought a third-party claim against the consultant. The consultant brought a motion for summary judgment, seeking to dismiss the bidder’s claim.

By way of background, the dispute was caused by a discrepancy in the tender call documents, which contained contradictory information regarding whether the bid deadline was 1:00 p.m. or 2:00 p.m. on the relevant date. As the court explained, a number of bids were opened after the 1:00 p.m. deadline, which was then extended by the municipality after the discrepancy was discovered through the arrival of more bids:

> It was not until shortly after the initial four bids were opened and when two additional bidders arrived, taking the position that the closing time was 2:00 p.m., that the representatives of Genivar and the Municipality reviewed the tender documents and determined that the correct closing time was 2:00 p.m. and not 1:00 p.m. On that basis, the additional two bids were accepted and opened immediately, without waiting until 2:00 p.m., and the contract was awarded to one of the two new bidders, Harold Sutherland Construction, whose bid was some $56,000.00 lower than that of Moorefield. Genivar and the Municipality decided to open the additional two bids immediately, rather than waiting until 2:00 p.m., being the correct closing time on their interpretation, in the interest of promoting fairness among all of the bidders, and on the basis that bids had then been received from all parties invited to submit tenders. (para. 10)

The bidding day interpretive dispute escalated into legal proceedings, with the municipality and consultant maintaining that the 2:00 p.m. deadline in a document attached to an addendum
superseded the 1:00 p.m. deadline stated in the original tender call. However, the court took issue with this interpretation. While the document that contained the 2:00 p.m. deadline was attached to the relevant addendum, it was never formally incorporated to form part of that addendum:

Genivar takes the position that the new revised Form of Tender which was "enclosed" with the Addendum (to use the wording of paragraph 12) formed part of Addendum 2. It argues that since the Revised Form of Tender stated that the tender closing date was "July 31, 2009 at 2:00 p.m." it took priority over the Instructions to Tenderers (which stated the closing time to be 1:00 p.m.) by virtue of the Order of Precedence, which, as stated above, ranked "Addenda" higher than "Instructions to Tenderers" for the resolution of conflicts.

Despite Ms. Bawolska's very capable argument, for the following reasons, I do not accept that the revised Form of Tender formed part of Addendum No. 2, in such a way as to have the effect of resolving the conflict between the closing time in the Information for Tenderers and the Form of Tender in favour of a closing time of 2:00 p.m.

I find that there is nothing in paragraph 12 of Addendum No. 2 which explicitly states that the Revised Form of Tender forms part of the Addendum. Indeed, it states that it is "enclosed" thereby connoting an independent existence and status. It does not say, for instance, that the revised Form of Notice is "attached hereto and forms a part hereof". The four page Addendum is concluded with the logos, names and addresses of the Municipality and Genivar respectively, which would connotate that the operative part of the Addendum ended with the last of the numbered paragraphs.

Moreover, paragraphs 12 and 13 provide explicit statements of certain reasons for the replacement of the Form of Tender. For instance, at paragraph 12 it is stated: "note that some of the tender quantities have been revised to include change in the scope of work outlined in this Addendum," and at Paragraph 13 the deletion of Item 10 on the Form of Tender is specifically noted. No mention is made of a change or clarification to the time of tender closing in the text of the Addendum. A contractor receiving Addenda 2 would be entitled to reasonably conclude that the reasons for the replacement Form of Tender were as explicitly stated.

The lack of any intention that a change to, or clarification of, the time of closing for tenders was a reason or explanation for the substitution of the Form of Tender is borne out by the conduct of Genivar and the Municipality after issuance of the Addendum. They each continued to believe that the time of tender closing was 1:00 p.m. and acted on that belief. (paras. 13-17)

The court determined that the municipality breached the tendering rules when it accepted bids from competing bidders after the 1:00 p.m. deadline. It therefore rejected the consultant's motion for summary dismissal and instead found the municipality liable for the tendering infraction, ordering the case to proceed to trial to determine the amount of lost-profit damages payable to the plaintiff bidder. As this case illustrates, purchasing entities are under a duty to reject non-compliant bids and the courts tend to strictly enforce adherence to procedural compliance. Bid submission rules should therefore be carefully drafted and strictly followed in order to avoid breaching tendering protocols and incurring legal liability.
Town Found Liable for Bid Shopping After Re-Scoping Project

By Paul Emanuelli

(This brief was excerpted from the recently released 3rd Edition of Paul Emanuelli’s Government Procurement textbook.)

In its September 2010 decision in CMH Construction Ltd. v. Victoria (Town), the Newfoundland and Labrador Supreme Court found the municipality liable for bid shopping. The case dealt with a tender call for renovations at the Victoria Municipal Centre. The municipality received only one bid, which exceeded its budget. Without notifying the sole bidder or formally terminating the tendering process, the municipality re-scoped the work and divided it into smaller projects which were then awarded to three other contractors. The original low bidder sued.

The court was critical of the municipality's initial specifications, finding that they were unrealistic in light of the project budget and that this unrealistic project scoping had caused the over-budget bid situation:

Victoria clearly has the right to set the terms of its tender call. Victoria also has the right not to award the work or to reject CMH's bid in reliance on the privilege clause if it cannot afford the bid cost. However, in so doing, it must treat compliant bidders, with which it has formed a Contract A, fairly. Fair treatment in this case involves a recognition that budgetary concerns do not relieve an owner from its obligation to treat bidders fairly, and that its reasons for not awarding the work are subject to judicial review (see Rockwood and Crown Paving).

In reviewing the circumstances leading to Victoria's reason for rejecting CMH's bid, it is clear that CMH's bid exceeded the project budget because Victoria provided specifications in the Tender call which did not realistically permit a bidder to bid within the project budget. In this case, Victoria set Tender specifications for the work and materials far in excess of what its budget could cover.

The court also found that the municipality's solution of dividing up the original project and seeking follow-up bids from other contractors breached the duty of fairness owed to the original low bidder. The court came to this conclusion notwithstanding the fact that the provincial Public Tender Act did not require that notice of cancellation be given in such circumstances.

The court ultimately concluded that the municipality's conduct breached the duty of fairness owed to bidders since it had sought irrevocable bids and then engaged in a parallel tendering process that resulted in the award of a different contract than the one that was initially put to tender:
In summary, Victoria breached its implied duty of fairness owed to CMH by causing it to expend time, effort and money on a hopeless bid, then completely ignoring CMH’s interests, which it was contractually bound to consider, in devising and carrying out a remedial scheme, and ultimately awarding something other than contract B to other contractors.

As this case illustrates, in a formal Contract A bidding process, purchasers are under an implied duty to award the contract as initially tendered and are under an implied duty to award that contract to the best bid. Budgetary constraints do not give purchasers free licence to engage in post-bid improvisations, scope re-adjustments and parallel bidding processes. Seeking follow-up bids and making post-bid scope changes, particularly when the original low bid remains binding and irrevocable, is a high-risk practice that undermines the integrity of the bidding process and gives rise to significant legal risk. Before going to tender, purchasers should therefore ensure that the scoping of their project specifications is properly aligned with their budget limits.
Remaining Summer Webinars

Don't miss the remaining two summer webinars:

Negotiated RFPs:  Escape From the Planet of the A’s

REGISTER NOW

1:00-2:00 EST, August 21, 2013

With an increasing number of Canadian purchasing institutions adopting international best practices and implementing flexible, low-risk negotiated RFP models for everything from construction to information technology contracts, how long will it be before competitive bidding evolves to rendering the high-risk and inflexible “Contract A” operating system completely extinct?

Bidder Barring: This is Business, Not Personal

REGISTER NOW

1:00-2:00 EST, September 11, 2013

While the World Bank barred SNC Lavalin for ten years in the aftermath of an international bribery scandal, the Canadian federal government made headlines for continuing to do business with other self-confessed bid riggers. What should your organization be doing to implement appropriate bidder barring protocols to deal with ethical improprieties? Should these remedies also extend to poorly performing firms and specific individuals?
Fall Training Calendar

Our Fall 2013 training schedule is set out below, with links to our website where more information can be found. In addition to these public events, we’re also booking in-house training sessions into 2014 (including our in-house version of the 5-day Osgoode Certificate course), and are working on an updated in-house Training Catalogue, to be released shortly.

OPBA 2013 Conference, “Power Driven Procurement”
September 26th, Pickering, Ontario
Presenting an 90-minute overview of “Fast-Tracking Your RFX Projects” (more info)

APPA 2013 Fall Conference
October 2nd to 3rd, St. John, New Brunswick
Presenting a full-day session of "Ethics and Accountability" on October 2nd, and a full-day session of "Legal Foundations and Critical Trends" on October 3rd (more info)

BCIPMAC 2013 Annual Workshop, “Growing Your Procurement Strategy”
October 9th to 10th, Kelowna, British Columbia
Presenting a full-day Contract Management Workshop on October 9th and a 75-minute Case Law Update on October 10th (more info)

Advanced Training for the Government of Yukon
October 21st to 24th, Whitehorse, Yukon
Providing advanced procurement training to Government of Yukon employees in Whitehorse (more info)

Osgoode Certificate, Private Sector Edition
October 28th to November 1st, Toronto, Ontario
Debuting the Private Sector Edition of our popular 5-day Certificate Program, offered in conjunction with Osgoode Hall Professional Development (more info)

CPPC Forum 2013, “Rock Solid Procurement”
November 3rd to 6th, Saint John’s, Newfoundland
Debuting my brand new “Art of Selection” seminar on November 3rd, focusing on developing defensible evaluations with an emphasis on managing mandatories, and presenting a Case Law Update on November 4th, featuring a case study presentation of the City of Lethbridge’s use of Best and Final Offer RFPs (more info)

Mastering RFX Drafting Seminar with OIPMAC
November 6th to 7th, Markham, Ontario
November 14th to 15th, Cambridge, Ontario
November 20th to 21st, Ottawa, Ontario
Presenting "Mastering RFX Drafting", a two-day seminar featuring a combination of "Fast-Tracking Your RFX Projects" and "Precision Drafting", offered through the Ontario Institute of PMAC in three Ontario locations (more info)

Osgoode Certificate, Western Canada Edition
November 25th to 29th, Edmonton, Alberta
Presenting the first Alberta session of our Osgoode Certificate program (more info)

Osgoode Certificate, Caribbean Commonwealth Edition
December 9th to 13th, Port of Spain, Trinidad
Returning to Trinidad for the third Caribbean Commonwealth edition of the Osgoode Certificate program (more info)

Osgoode Certificate, Toronto Edition
April 7th to 11th, Toronto, Ontario (more info)
Presenting our annual spring session of the Osgoode Certificate program in Toronto.