

1. INTRODUCTION

1. This document describes the following:
 1. Call-up process for selection of Consultants; and
 2. Consultant Performance Evaluation (“CPE”) process.

2. GLOSSARY

1. “Award Points” means the Opportunity Points that are added to Pre-Qualified Consultants’ scores when each is requested to provide a response to a SOW or when a Consultant is awarded a SOW.
2. “Call-up Process” is the process used to select Pre-Qualified Consultants from a Standing Offer List.
3. “Consultant” means a legal entity engaged to provide Services pursuant to a SOW.
4. “Master Agreement” means the written agreement between a Pre-Qualified Consultant and the Province to provide the Services contemplated in a Statement of Work.
5. “Materials” means any work, information, records or materials, regardless of form, which are made, generated, produced or acquired by a Pre-Qualified Consultant or its employees, sub-consultants or agents in the course of performing the Services including and not limited to any instruments of service.
6. “Opportunity Point(s)” means a unit of measure. An Opportunity Point has a value of one (1).
7. “Performance Evaluation” is a process used to measure and document performance of Consultants.
8. “Pre-Qualification Request” or “PQR” means the pre-qualification solicitation including any attached appendices for the opportunity to be included on a Standing Offer List.
9. “Pre-Qualified Consultant” means a legal entity that entered into a Master Agreement pursuant to a Pre-Qualification Request (PQR).
10. “Province” means Her Majesty the Queen in right of Alberta, as represented by the Minister of Infrastructure.

11. "Purchaser" means:
 1. a department established under the *Government Organization Act* (Alberta), as amended from time to time;
 2. a corporation that is an agent of the Province;
 3. a corporation that is a Provincial corporation as defined in the *Financial Administration Act* (Alberta) as amended from time to time;
 4. a board or commission that is established by a statute of the Province, but is not part of a department of the Province; and
 5. a municipality as defined in the *Municipal Government Act* (Alberta) as amended from time to time.
12. "Response" means the Pre-Qualified Consultant's response to a SOW, including all attachments.
13. "Services" means the Materials, work, duties, functions and deliverables to be provided by a Consultant as described in the Master Agreement and specified in a SOW.
14. "Standing Offer List" means the pool of Pre-Qualified Consultants who have entered into a Master Agreement with the Province.
15. "Statement of Work" or "SOW" means the document issued by the Province setting out the Services required and, when signed by both the Pre-Qualified Consultant and the Purchaser, incorporates the terms and conditions of the applicable Master Agreement and establishes a contract between the Pre-Qualified Consultant and the Purchaser for the delivery of the Services described in the SOW.

3. STANDING OFFER LIST CALL-UP PROCESS

1. Thresholds¹:
 1. For Services valued at \$75,000 or more, the Province may issue a SOW to all Pre-Qualified Consultants that have qualified in the specific resource role and/or service category required;
 2. For Services valued at \$10,000 or more, but less than \$75,000, the Province may issue a SOW for a limited competition among a number of selected Pre-Qualified Consultants that have pre-qualified in the specific resource role and/or service category and experience level required; and

¹ The threshold for public procurement for Services is \$75,000 based on the New West Partnership Trade Agreement.

3. For Services valued at less than \$10,000, the Province may contract directly with a Pre-Qualified Consultant, subject to internal guidelines.
2. Starting Points:
 1. All Pre-qualified Consultants will start with zero '0' Opportunity Points when the Master Agreement is signed (*Table 1 – Column C*). Opportunity Points will be added or subtracted for each Pre-qualified Consultant based on:
 1. The Call-up opportunities provided to each;
 2. The successful award of a SOW; and
 3. Performance Evaluation results.
 2. Following the Initial Proposal Submission Date & Time, Pre-Qualified Consultants will initially be ranked in order on the Standing Offer list described as follows:
 1. The names of all Pre-qualified Consultants will be randomly drawn and placed in the order of which they were drawn on the Standing Offer List (*Table 1 - Columns A&B*).
 2. For the first SOW, the highest ranked Pre-Qualified Consultant(s), as set out in the Threshold section, will be requested to provide a Response to the SOW (*Table 1 – Column D*).
 3. Subsequent addition of Pre-qualified Consultant(s) after the Initial Proposal Submission Date & Time:
 1. Pre-qualified Consultants will be added to a Standing Offer List with 'zero' points. The ranking on the list will be based on date and time of receipt of Proposal submission. (*See Consultant 'G' below in Table 3*)

Example: SOW with an estimated contract value of \$55,000.

Table 1: Ranking and Call-up for first SOW (3 Consultants requested to provide a response)

Column:			
A	B	C	D
Initial Ranking Order	Pre-Qualified Consultant Name	Opportunity Points	1 st SOW from Standing Offer List (estimated contract value \$55,000)
1	Consultant 'A'	0	Selected
2	Consultant 'B'	0	Selected
3	Consultant 'C'	0	Selected
4	Consultant 'D'	0	n/a
5	Consultant 'E'	0	n/a
6	Consultant 'F'	0	n/a

3. Award Points:
 1. One (1) Opportunity Point is added to a Pre-qualified Consultants' record each time a Pre-qualified Consultant is provided an opportunity to respond to a SOW **and** was not selected as the successful Consultant for the SOW (*Table 2 - Column E*).

1. If a Pre-Qualified Consultant receives an opportunity to bid on a SOW, and does not submit a Reponses, one (1) Opportunity Point is still added to the Pre-Qualified Consultants' total Opportunity Points.
2. The successful Pre-qualified Consultant for the SOW will have Opportunity Points added based on the awarded contract amount divided by 1000 (*Table 2 - Column F*).

Example: Awarded Contract amount is \$57,000/1000 = SOW Award Points of 57.

Table 2: Opportunity to Bid and SOW Award Opportunity Points

Column:						
A	B	C	D	E	F	G
Initial Ranking Order	Pre-Qualified Consultant Name	Initial Opportunity Points	1 st SOW from Standing Offer List (estimated contract value \$55,000)	Opportunity to Respond Points	SOW Award Points	Total Points
1	Consultant 'A'	0	Selected	1	0	1
2	Consultant 'B'	0	Selected	1	57	58
3	Consultant 'C'	0	Selected	1	0	1
4	Consultant 'D'	0	n/a			
5	Consultant 'E'	0	n/a			
6	Consultant 'F'	0	n/a			

3. The ranking order of the Pre-Qualified Consultants will adjust based on the total Opportunity Points, in **ascending** order (*Table 3 – Column G*).

Note: Consultant 'G's pre-qualification proposal was received after the Initial PQR Proposal Submission Date & Time draw ranking.

Table 3: Opportunity Points in Ascending Order

Column:						
A	B	C	D	E	F	G
Ranking Order	Pre-Qualified Consultant Name	Initial Opportunity Points	1 st SOW from Standing Offer List (estimated contract value \$55,000)	Opportunity to Respond Points	SOW Award Points	Total Points
1	Consultant 'D'	0	n/a			0
2	Consultant 'E'	0	n/a			0
3	Consultant 'F'	0	n/a			0
4	Consultant 'G'	0	n/a			0
5	Consultant 'A'	0	Selected for Opportunity to Bid	1	0	1
6	Consultant 'C'	0	Selected for Opportunity to Bid	1	0	1
7	Consultant 'B'	0	Selected for Opportunity to Bid	1	57	58

4. For the subsequent SOW's, depending on the dollar threshold (see clause 3.1 above), as appropriate, the highest ranked Pre-Qualified Consultant(s) will be requested to provide a Response (see clause 3.3 above).

4. PERFORMANCE EVALUATION OBJECTIVES

1. Performance Evaluations are an important means of measuring and documenting performance of Consultants. The overriding principle of the process is not to penalize Consultants, but to guide them to meet the expectations of the Purchaser.
2. A Performance Evaluation Form has been developed to assist in the Performance Evaluation process (*attached*).
3. The objectives of the Performance Evaluation are to assess the quality of Services provided by Consultants in an effort to:
 1. Ensure that the framework for Performance Evaluations is based on an approach that balances quality and cost through standard methodology;
 2. Ensure consistent compliance with SOW requirements;
 3. Monitor and evaluate a Consultant's performance against the SOW requirements and deliverables based on the Consultant's achievement of the principles of "quality" and "value for money";
 4. Establish clear expectations and benchmarks that encourage Consultant responsibility and accountability that benefit both the Consultant and the Purchaser;
 5. Encourage continuous Consultant improvement through appropriate corrective action;
 6. Apply appropriate corrective action to address shortfalls in Consultant performance; and
 7. Have a system that will permit the achievement of the foregoing objectives and will:
 1. Be fair to Consultants and includes suitable checks and balances; and
 2. Lead to consistent Performance Evaluations and outcomes.

5. PERFORMANCE EVALUATION CRITERIA AND RATING

1. Quality of 'Services' assesses the Consultants' ability to manage and deliver services in a comprehensive, effective, reliable and timely manner. Evaluation criteria are pre-established and are provided on the Consultant Performance Evaluation Form.
2. To evaluate Consultant performance, generic categories of evaluation criteria are established. A weight factor of 20 points is assigned to each of the five groups of criteria. Not all criteria in each category is necessarily evaluated, as some criteria may not be applicable to the Service being provided.

- The overall point rating for Consultants is the summation of the point ratings given in *Table 4*.

Table 4-Categories of Evaluation Criteria

Category:	0 to 5	6 to 10	11 to 16	17 to 20
Administration / Management	Unacceptable	Not Satisfactory	Satisfactory	Superior
Quality of Service	Unacceptable	Not Satisfactory	Satisfactory	Superior
Time	Unacceptable	Not Satisfactory	Satisfactory	Superior
Cost Control	Unacceptable	Not Satisfactory	Satisfactory	Superior
Quality of Result	Unacceptable	Not Satisfactory	Satisfactory	Superior

- Results from an evaluation are noted in *Table 5*.

Table 5 – Actions Resulting from an Evaluation

Category:	Any Points	Total % Rating 30 to 50	Total % Rating 51 to 84	Total % Rating 85 to 100
Administration / Management	If 5 points or less			
Quality of Service	If 5 points or less			
Time	If 5 points or less			
Cost Control	If 5 points or less			
Quality of Result	If 5 points or less			
ACTION	As determined by the Province to be appropriate up to and including termination and suspension from being awarded future opportunities.	1st time – Issue letter 2nd time – Issue letter	No Action	No Action

6. GUIDING PRINCIPLES

- The Performance Evaluation supplements and reinforces standard written communications that a Purchaser would usually provide. The success of the evaluation system depends upon the quality of each evaluation and the accuracy of its supporting material. Evaluations must be based on facts directly related to the Services and are fair to both the Consultant and the Purchaser.
- During the execution of the Services, the Consultant is to be notified immediately, in writing, by the Purchaser if the Services are not proceeding in a satisfactory manner. The Consultant may be directed to provide a plan detailing a remedy to the situation or to undertake other corrective action.

3. Performance evaluations must be identified as either “Interim” or “Final”. The Purchaser will complete a final performance evaluation within one week of the SOW completion date, or when a SOW is terminated. The completion of the performance evaluation is mandatory and a copy will be provided to the Consultant once complete.
4. Interim performance evaluation(s) may be issued throughout the term of the SOW by the Purchaser to promote improved performance, if required.

7. OPPORTUNITY POINTS

1. Opportunity Points are added or deducted from a Consultant’s overall points based on the results of Performance Evaluations.

1. Performance Evaluations with a rating of 85% to 100% (i.e. superior rating) will result in the **reduction** of Opportunity Points, which is calculated by multiplying the SOW award points by 10% (excluding any SOW fee amendments).

*Example: The successful Consultant for the SOW had 57 Opportunity Points added based on the awarded SOW total fee payable (see clause 3.3.2 above). The ‘superior’ rating is calculated as: 57 x 10% = 5.7 Opportunity Points **deducted** (Table 6 – Column H).*

Table 6: Performance Evaluation Opportunity Points - Superior Rating

Column:				
A	B	F	H	I
Ranking Order	Pre-Qualified Consultant Name	SOW Award Opportunity Points	Superior Performance Evaluation Rating Opportunity Points	Total Opportunity Points (after Performance Evaluation)
6	Consultant ‘B’	57	-5.7	51.3

2. Performance evaluations with a rating of 51% to 84% (i.e. satisfactory rating) will result in no change to the Consultants’ Opportunity Points (Table 7 – Column H).

Table 7: Performance Evaluation Opportunity Points – Satisfactory Rating

Column:				
A	B	F	H	I
Ranking Order	Pre-Qualified Consultant Name	SOW Award Points	Satisfactory Performance Rating Opportunity Points	Total Opportunity Points (after Performance Evaluation)
6	Consultant ‘B’	57	0	57

3. Performance evaluations with a rating of 30% to 50% (i.e. unsatisfactory) will result in the **addition** of Opportunity Points which is calculated by multiplying the SOW Award Points by 10%, excluding any SOW amendments (Table 8 – Column H).

Table 8: Performance Evaluation Opportunity Points – Unsatisfactory Rating

Column:				
A	B	F	H	I
Ranking Order	Pre-Qualified Consultant Name	SOW Award Points	Unsatisfactory Performance Rating Opportunity Points	Total Opportunity Points (after Performance Evaluation)
6	Consultant 'B'	57	+5.7	62.7

1. The addition of Opportunity Points will **decrease** the Consultant's chances of being selected for a subsequent opportunities earlier than if it had received a satisfactory rating; and
2. If another unsatisfactory rating is received at any time, a letter will be issued.
2. A Performance Evaluation with a rating of less than 30% or an individual score of 5 or less in any one category will result in a letter being issued to the Consultant.
3. A letter to a Consultant will include provisions as determined by the Province to be appropriate, up to and including SOW and/or Master Agreement termination and suspension from being awarded future opportunities.
4. A letter may include a suspension term and if applicable, the requirements for reinstatement. The suspension will include a specific timeframe (e.g. 12 months from the date of the signed Performance Evaluation) or the suspension may be indefinite.
5. For privileges to be reinstated, the Consultant must demonstrate that they have addressed the category(ies) of poor performance or the suspension timeframe must expire.
6. Once a suspension period expires, a consultant wishing to be considered for entry onto a Standing Offer List must apply as set out in the PQR, if the PQR is open for Responses, otherwise the consultant must wait until the next PQR opportunity notice is posted on the Alberta Purchasing Connection.

8. PERFORMANCE EVALUATION DISPUTE RESOLUTION PROCESS

1. The Consultant has the option of appealing the Performance Evaluation result. The appeal must be submitted to the Assistant Deputy Minister of the Program area, in writing, within ten (10) days of receiving an unsatisfactory performance evaluation.

2. Within two (2) weeks of receiving an appeal request, the Assistant Deputy Minister of the program area will contact the Consultant to determine whether an agreement can be reached. If an agreement is not reached within two (2) weeks receipt of an appeal request, the dispute shall be settled in accordance with the processes identified in the most recent edition of the document entitled "Dispute Resolution Process for Government of Alberta Construction contracts", Appendices A, B, C, D, and E. This document is available at the following link: [http://www.transportation.alberta.ca/Content/docType29/Production/dispute_resolution_\(full\).pdf](http://www.transportation.alberta.ca/Content/docType29/Production/dispute_resolution_(full).pdf)
3. While an appeal of a "Suspension" letter is under review, the suspension of the Consultant is upheld.

End of Guidelines