



# Vendor Performance Evaluation Guidelines

March 1, 2019

## 1. PURPOSE

This procedure provides a framework for the Town to evaluate and improve the performance of all Vendors by;

- a) Pro-actively managing the performance of Vendors during the term of awarded contracts, and
- b) Creating a record of past performance for use by the Manager of Purchasing, in determining the award for future bids; and
- c) Establish clear expectations and benchmarks that encourage Vendor responsibility and accountability that benefit both the Vendor and the Town; and
- d) Encourage continuous Vendor improvement through the appropriate corrective action.

Project Manager(s) may utilize this Vendor Performance Procedure for all other contracts including but not limited to; invitational bids, Single or Sole purchases, Emergency Purchases, Request for Quotations, Request for Tenders (RFT), Request for Proposals (RFP) and wherever it is in the best interest of the Town.

## 2. PERFORMANCE EVALUATION FORMS

Project Managers are to use one of the following Performance Evaluation forms (*Appendix A*):

- a) Professional Consultant Performance Evaluation Form (with Construction)
- b) Professional Consultant Performance Evaluation Form (without Construction)
- c) Supplier of Goods and/or Services Including Equipment Performance Evaluation Form
- d) Construction Performance Evaluation Form

## 3. FREQUENCY AND PROCEDURES OF PERFORMANCE EVALUATIONS

A performance evaluation process shall be instituted in contracts where the Town determines that a performance evaluation would be appropriate for the size and/or complexity of the contract.

- 3.1 The Purchasing Department strongly recommends that Project Managers perform an **Interim Performance Evaluation** at least every twelve (12) months for all contracts with a term longer than one (1) year. Additional Performance Evaluation forms or Incident Reports may be completed and discussed with the Vendor at any time throughout the term of the contract, as needed, based on the Vendor's performance.

# Vendor Performance Evaluation Guidelines

- 3.2 It is good practice to keep the Purchasing Representative assigned to the bid informed through the course of a contract of any performance concerns with the Vendor. Project Managers should not hesitate to contact the Purchasing representative for advice or assistance regardless of the significance of the problem or to attend a meeting with the Vendor.
- 3.3 Project Managers shall ensure that each completed Performance Evaluation form is clearly marked as either “**Interim**” or “**Final**”.
- 3.4 Project Managers should complete a Final Performance Evaluation Form for all contracts, in a timely manner, preferably within ten (10) business days of completion of the project.
- 3.5 Project Managers are not obliged to complete Performance Evaluation forms for contracts obtained through a non-competitive purchasing process, but may do so at their own discretion.
- 3.6 Project Managers shall complete all Performance Evaluation forms, for approval, by their immediate Supervisor and the Manager of Purchasing. The approved Performance Evaluation form will be sent to the Vendor through the [bidsandtenders.ca](https://bidsandtenders.ca) platform. The Final Performance Evaluations will be reviewed, where the Vendor has received a rating of “**CAUTIONARY**” or “**UNACCEPTABLE**” in any category(s) on a Final Performance Evaluation, and the options stated in this procedural document will be considered.

## 4. RECOMMENDED STEPS TO RESOLVING VENDOR PERFORMANCE

- 4.1 It is important to have open communication with the Vendor throughout the project and to inform the Vendor in writing when their performance is a concern and to request appropriate corrective action within an acceptable timeframe, in accordance with the bid’s terms and conditions. It is equally important to keep a written record of all correspondence with the Vendor. For minor concerns, an **Incident Report** (*Appendix B*) may be completed and sent to the Vendor and Purchasing department.
- 4.2 If the Vendor’s response or corrective action is still a concern, departmental staff should involve the Purchasing Representative. Where it is deemed appropriate, an Interim Performance Evaluation should be performed by the Project Manager(s) and provided to the Vendor by the Purchasing Department. The Vendor will be held responsible for the performance of its Sub-Contractors.
- 4.3 If the Vendor’s response or corrective action continues to be a concern, the terms and conditions of the contract regarding non-performance may be enforced by the Manager of Purchasing.

## 5. PERFORMANCE EVALUATION SYSTEM

Project Managers shall assign Vendors one of the following ratings to each category set out on the Performance Evaluation Form. A critical aspect of the assessment rating system described below is the second sentence of each rating that recognizes the Vendor’s resourcefulness in overcoming challenges that arise in the context of the contract performance.

# Vendor Performance Evaluation Guidelines

Rating	Description of Rating
<b>Exceptional</b>	Performance <i>significantly exceeds</i> contract requirements to the Town's benefit; for example, the Vendor implemented innovative or business process reengineering techniques which resulted in added value to the Town. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Vendor were highly effective.
<b>Good</b>	Performance <i>meets</i> contractual requirements and <i>exceeds</i> in some area(s) to the Town's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Vendor were effective.
<b>Satisfactory</b>	Performance <i>meets</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Vendor appear satisfactory, or completed corrective actions were satisfactory.
<b>Cautionary</b>	Performance <i>did not quite meet</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Vendor appear to be a continued minor concern, or completed corrective actions were slightly below satisfactory.
<b>Unacceptable</b>	Performance <i>does not meet</i> contractual requirements and/or recovery is not likely in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Vendor's corrective actions appear, or were, ineffective.

## 6. IMPACT OF PERFORMANCE EVALUATIONS

- 6.1 In addition to the provisions set out below in this section, Impact of Performance Evaluation, the Town, at its sole discretion may:
- a) Terminate a contract prior to completion of a project or prior to the expiration of a contract period term due to Vendor performance issues, or
  - b) Take other action, in the Town's best interest.
- 6.2 The Town may apply the suspension or probation period, where it is in the best interest of the Town, based either on:
- a) **Commodity Basis:** this will be specific to the commodity of goods, services or construction evaluated on the applicable Final Performance Evaluation, or on a
  - b) **Blanket Basis:** this will cover all contracts regardless of the type of goods, services or construction evaluated on the applicable Final Performance Evaluation.
- 6.3 If a bidder has multiple Performance Evaluation forms on record with the Town, the Town will consider the most recent Final Performance Evaluation completed for similar contracted goods, services or construction.

# Vendor Performance Evaluation Guidelines

Where a bidder has a Performance Evaluation for an unrelated good, service or construction; the Town reserves the right to consider this evaluation amongst other sources in determining if a bidder is responsible.

Furthermore, the Town reserves the right to consider Incident Reports and/or Interim Performance Evaluation(s) in determining if a bidder is responsible, if a Final Performance Evaluation has not been completed, or in addition to a completed Final Performance Evaluation.

Where a contract has multiple departments or facilities completing an evaluation (either Interim or Final), the Vendor's overall performance rating for either an Interim Evaluation or Final Evaluation shall be based on a consensus evaluation completed by staff.

## **7. INTERIM EVALUATION PROCESS**

7.1 When a Vendor has received an **"EXCEPTIONAL"** or **"GOOD"** rating in the majority of the categories and at least a **"SATISFACTORY"** rating in all other categories on the contract's Interim Performance Evaluation form for a multi-term contract, the contract may be extended at the discretion of both the Town and Vendor. Costs for the extension shall be based on either:

- i. Any inflationary contract annual increase as stated in the Bid Call Document or any inflationary contract annual increase stated by the Vendor in their original Bid Submission with documentation provided, or
- ii. The same costs as stated in a firm fixed price multi-year contract.

*Where a Bid Call Document did not state or request any inflationary annual contract increase or where the Vendor is not willing to hold pricing for a firm fixed price multi-year contract, the contract may be re-bid by Purchasing Services.*

7.2 When a Vendor has received at least a **"SATISFACTORY"** rating or above in all categories on the contract's Interim Performance Evaluation form, for a multi-term contract, the contract may be extended as per *Section 7.1*. The Town may also request a written or verbal action plan to improve the rating going forward.

7.3 When a Vendor has received at least a **"CAUTIONARY"** rating in any category of the contract's Interim Performance Evaluation form, for a multi-term contract, the Vendor may not be eligible for an extension term to the current contract, and prior to awarding the Vendor any future contracts, the Town may request the bidder to demonstrate in writing or by other acceptable means to the Manager of Purchasing that the Vendor has corrected all previously documented areas of **"CAUTIONARY"** performance concerns to a standard satisfactory to the Town. In addition, a list of new references may be required by the Town in respect of work completed by the Vendor since the date of the Performance Evaluation form where a rating of **"CAUTIONARY"** in any category was given. The Town reserves the right, at its sole discretion, not to award a contract to any Vendor for an indefinite period that fails to provide satisfactory evidence of correcting any documented past performance concerns by the Town.

# Vendor Performance Evaluation Guidelines

- 7.4 A Vendor that has received an “**UNACCEPTABLE**” rating in any one category of the contract’s Interim Performance Evaluation form for multi-year contracts, is **not** eligible for an extension term to the current contract, and:
- a) The Town may terminate the current contract due to poor performance, and
  - b) The Town will issue a letter to the Vendor confirming the suspension period and setting out the requirements for reinstatement which shall include at a minimum:
    - a. Expiration date of the suspension period, and
    - b. Prior to awarding the Vendor any future contracts after the above expiration date, the Town may request the bidder to demonstrate in writing or by other acceptable means to the Town and/or Manager of Purchasing that the Vendor has corrected all previously documented areas of “**CAUTIONARY**” or “**UNACCEPTABLE**” performance concerns to a standard satisfactory to the Town. In addition, a list of new references may be required by the Town in respect of work completed by the Vendor since the date of the Performance Evaluation Form which resulted in the suspension. The Town reserves the right at its sole discretion not to award a contract to any Vendor, for an indefinite period, to any bidder that fails to provide satisfactory evidence of correcting any documented past performance concerns by the Town.

## **8. FINAL EVALUATION PROCESS**

- 8.1 Final Performance Evaluation Forms shall be used by the Town for consideration of award of future bids. If a Final Performance Evaluation has not been performed at a time a bid award is under review, an Interim Evaluation, if available, may be used by the Town to:
- a) Determine if a bidder submitting a bid is a “**Responsible Bidder**”, and/or,
  - b) To evaluate past performance from previous bids.
- 8.2 Upon completion of the contract, when a Vendor has received an “**EXCEPTIONAL**” or “**GOOD**” or “**SATISFACTORY**” rating in all categories on the contract’s Final Performance Evaluation form, the Vendor may be considered a responsible bidder for future similar Bid Submissions to the Town.
- 8.3 Upon completion of the contract, when a Vendor has received at least a “**CAUTIONARY**” rating in any category of the contract’s Final Performance Evaluation form, the Vendor may or may **not** be considered a responsible bidder for future similar Bid Submissions to the Town.
- 8.4 Upon completion of the contract, when a Vendor has received an “**UNACCEPTABLE**” rating in any one category of the contract’s Final Performance Evaluation form, the Vendor shall **not** be considered a responsible bidder and shall be suspended for at least a three (3) year period.

# Vendor Performance Evaluation Guidelines

## 9. VENDOR RESPONSE PROCESS

The Vendor shall have ten (10) business days to:

- a) Submit a written response to an Interim or Final Performance Evaluation, through the bidsandtender.ca platform, and/or
- b) Submit an appeal and contest a Final Performance Evaluation rating, through the bidsandtender.ca platform.

If no response is received within that timeframe, the Evaluation Rating shall be final.

## 10. APPEAL PROCESS

- 10.1 Within ten (10) business days of receiving an appeal response form by contesting a Final Performance Evaluation where the Vendor received a rating of **“SATISFACTORY”** or **better** in any category(s), the Manager of Purchasing and the Project Manager(s) of the functional area(s) which worked directly with the Vendor shall have sole discretion to decide if any rating should be adjusted in any or all categories, based on information received in the appeal response form. The Town may render a final decision based on the appeal information or request information of the Vendor. The Town’s decision shall be final and binding on all parties.
- 10.2 Within ten (10) business days of receiving an appeal response form by contesting a Final Performance Evaluation where the Vendor received a rating of **“CAUTIONARY”** or **“UNACCEPTABLE”** in any category(s), the Manager of Purchasing will arrange a meeting with the Bid Review Panel and the Vendor, as defined in the Purchasing By-law 2017-0061, to review the appeal response form. The Town may render a final decision based on the appeal information or request additional information of the Vendor. The probation or suspension period shall be upheld during any appeal under the review by the Town. The Town’s decision shall be final and binding on all parties.

## Construction Performance Evaluation

<b>Bid Number</b>		<b>Bid Description</b>	
<b>Procurement Representative</b>		<b>Department Representative(s)</b>	
<b>Contractor's Business Name</b>		<b>Contractor's Contact Person</b>	
<b>Contract Award Amount</b>		<b>Contract Completion Amount</b>	
<b>Contractor's Email</b>			
<b>Final or Interim Evaluation</b>		<b>Date of Evaluation</b>	
<b>Number of Change Orders</b>		<b>Contract Completion Date</b>	
		<b>Evaluation Assessment</b>	
<b>EVALUATION CRITERIA (Including but not limited to)</b>	<b>Category Rating (Rating key on bottom of page 2)</b>	<b>Check Box</b>	<b>Comments by Project Evaluator</b>
<b>Overall Administration</b> <ul style="list-style-type: none"> <li>● Supervision and decision making</li> <li>● Compliance with contract requirements</li> <li>● Coordination and communication with own/other workers/staff/sub-contractors/general public</li> <li>● Standards of integrity</li> <li>● Responsiveness to client request and direction</li> <li>● Project Management skills</li> <li>● Invoice timelines and accuracy</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<b>Construction Phase</b> <ul style="list-style-type: none"> <li>● Administration/inspection of contract</li> <li>● Supervision of Contractor</li> <li>● Handling of claims/disputes</li> <li>● Responsiveness to Town staff requests</li> <li>● Overall project management and site supervision, including attention to WSIB and MOL regulations</li> <li>● Cost management/estimating, adherence to project scope and contract budget</li> <li>● Schedule control</li> <li>● Achieved desired outcome</li> <li>● Adhere to project schedule</li> <li>● Quality of work</li> <li>● Complies with specifications</li> <li>● Tools, equipment, materials and manpower management</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<b>Cost Control</b> <ul style="list-style-type: none"> <li>● Number of change orders</li> <li>● Additional service and/or work provided as requested</li> <li>● Contractor has performed in compliance with contract price</li> <li>● Payment Certificates (Prompt Payment Process)</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<b>Post Construction</b> <ul style="list-style-type: none"> <li>● Quality of as built drawings and records</li> <li>● Maintenance inspections and drawing up list of deficiencies and completion/warranties</li> <li>● Handling of deficiencies and project wrap up</li> <li>● Settlement of claims/disputes</li> <li>● Settlement of final payment</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		

## Construction Performance Evaluation

**Staff Acknowledgement**

I declare that I have completed this evaluation honestly and fairly. I further confirm that my judgment in completing this evaluation has not been affected by any actual or potential "Conflicts of Interest", as such term is defined in the Town of Halton Hills Employee Code of Conduct.

<b>TOWN STAFF GENERAL COMMENTS</b>	
<b>Staff Project Evaluator Name</b>	
<b>Staff Project Evaluator Supervisor Name</b>	
<b>Manager, Procurement</b>	

Rating	Description of Rating
<b>Exceptional</b>	Performance <i>significantly exceeds</i> Contract requirements to the Owner's benefit, for example, the Contractor implemented innovative or business process reengineering techniques, which resulted in added value to the Owner. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.
<b>Good</b>	Performance meets contractual requirements and <i>exceeds</i> in some area(s) to the Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.
<b>Satisfactory</b>	Performance <i>meets</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Contractor appear satisfactory, or completed corrective actions were satisfactory.
<b>Cautionary</b>	Performance <i>did not quite meet</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Contractor appear to be a continued minor concern, or completed corrective actions were slightly below satisfactory.
<b>Unacceptable</b>	Performance <i>does not meet</i> contractual requirements and/or recovery is not likely in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor's corrective actions appear, or were, ineffective.





## Construction Performance Evaluation

The Contractor has ten (10) calendar days to submit a written response to an Interim or Final Performance Evaluation utilizing this Form. If no response is received within that timeframe, the Evaluation rating shall be final.

<b>Business Name &amp; Contact Person</b>			
<b>Bid Description</b>		<b>Bid Number</b>	
<b>Vendor Evaluation Comments</b> (Use separate form if necessary)			
<b>Appeal Section ( if necessary)</b> (to be filled out in conjunction with Town staff and the Contractor)			

## Professional Consultant Performance Evaluation (WITHOUT Construction)

<b>Bid Number</b>		<b>Bid Description</b>	
<b>Procurement Representative</b>		<b>Department Representative(s)</b>	
<b>Consultant Business Name</b>		<b>Consultant Contact Person</b>	
<b>Contract Award Amount</b>		<b>Contract Completion Amount</b>	
<b>Consultant Email</b>			
<b>Final or Interim Evaluation</b>		<b>Date of Evaluation</b>	
<b>Number of Change Orders</b>		<b>Contract Completion Date</b>	
		<b>Evaluation Assessment</b>	
<b>EVALUATION CRITERIA (Including but not limited to)</b>	<b>Category Rating (Rating key on bottom of page 3)</b>	<b>Check Box</b>	<b>Comments by Project Evaluator</b>
<b>Overall Administration</b> <ul style="list-style-type: none"> <li>• Supervision and decision making</li> <li>• Compliance with contract requirements</li> <li>• Coordination and communication with own/other workers/staff/sub-contractors/general public</li> <li>• Standards of integrity</li> <li>• Responsiveness to client request and direction</li> <li>• Project Management skills</li> <li>• Invoice timelines and accuracy</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<b>Contract Management</b> <ul style="list-style-type: none"> <li>• Maintaining Project Schedule</li> <li>• Number of change orders</li> <li>• Maintain budget</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<b>Quality of Service</b> <ul style="list-style-type: none"> <li>• Staff performance, including Project Manager</li> <li>• Sub-Consultant performance</li> <li>• Achieved desired outcome</li> <li>• Quality of reports and recommendations</li> <li>• Public consultation, if applicable</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		

## Professional Consultant Performance Evaluation (WITHOUT Construction)

<b>Staff Acknowledgement</b>	
I declare that I have completed this evaluation honestly and fairly. I further confirm that my judgment in completing this evaluation has not been affected by any actual or potential "Conflicts of Interest", as such term is defined in the Town of Halton Hills Employee Code of Conduct.	
<b>TOWN STAFF GENERAL COMMENTS</b>	
<b>Staff Project Evaluator Name</b>	
<b>Staff Project Evaluator Supervisor Name</b>	
<b>Manager, Procurement</b>	

Rating	Description of Rating
<b>Exceptional</b>	Performance <i>significantly exceeds</i> Contract requirements to the Town's benefit, for example, the Consultant implemented innovative or business process reengineering techniques, which resulted in added value to the Town. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Consultant were highly effective.
<b>Good</b>	Performance meets contractual requirements and <i>exceeds</i> in some area(s) to the Town's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Consultant were effective.
<b>Satisfactory</b>	Performance <i>meets</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Consultant appear satisfactory, or completed corrective actions were satisfactory.
<b>Cautionary</b>	Performance <i>did not quite meet</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Consultant appear to be a continued minor concern, or completed corrective actions were slightly below satisfactory.
<b>Unacceptable</b>	Performance <i>does not meet</i> contractual requirements and/or recovery is not likely in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Consultant's corrective actions appear, or were, ineffective.



## Consultant's Response

The Consultant has ten (10) calendar days to submit a written response to an Interim or Final Performance Evaluation utilizing this Form. If no response is received within that timeframe, the Evaluation rating shall be final.

<b>Business Name &amp; Contact Person</b>			
<b>Bid Description</b>		<b>Bid Number</b>	
<b>Vendor Evaluation Comments</b> (Use separate form if necessary)			
<b>Appeal Section</b>			

## Professional Consultant Performance Evaluation (WITH Construction)

<b>Bid Number</b>		<b>Bid Description</b>	
<b>Procurement Representative</b>		<b>Department Representative(s)</b>	
<b>Consultant Business Name</b>		<b>Consultant Contact Person</b>	
<b>Contract Award Amount</b>		<b>Contract Completion Amount</b>	
<b>Consultant Email</b>			
<b>Final or Interim Evaluation</b>		<b>Date of Evaluation</b>	
<b>Number of Change Orders</b>		<b>Contract Completion Date</b>	
		<b>Evaluation Assessment</b>	
<b>EVALUATION CRITERIA</b> (Including but not limited to)	<b>Category Rating</b> (Rating key on top of page 3)	<b>Check Box</b>	<b>Comments by Project Evaluator</b>
<b>Overall Administration</b>  <ul style="list-style-type: none"> <li>• Supervision and decision making</li> <li>• Compliance with contract requirements</li> <li>• Coordination and communication with own/other workers/staff/sub-contractors/general public</li> <li>• Standards of integrity</li> <li>• Responsiveness to client request and direction</li> <li>• Project Management skills</li> <li>• Invoice timelines and accuracy</li> </ul>	<b>Exceptional</b>		
	<b>Good</b>		
	<b>Satisfactory</b>		
	<b>Cautionary</b>		
	<b>Unacceptable</b>		
<b>Design Phase</b>  <ul style="list-style-type: none"> <li>• Compliance to Town's Scope of Work</li> <li>• Compliance to legislative requirements</li> <li>• Risk Identification</li> <li>• Ability to obtain required approvals/permits</li> <li>• Client's requirements and project objectives</li> <li>• Design, drawings and schedule control</li> <li>• Innovative and Alternative Solutions</li> <li>• Cost management/estimating ability for design phase</li> <li>• Completion of final design work and deficiencies</li> </ul>	<b>Exceptional</b>		
	<b>Good</b>		
	<b>Satisfactory</b>		
	<b>Cautionary</b>		
	<b>Unacceptable</b>		
<b>Bid Process (Pre-Qual, Tender, etc.)</b>  <ul style="list-style-type: none"> <li>• Quality of Bid Document, including drawings</li> <li>• Number of Addenda</li> <li>• Accuracy of cost estimate</li> <li>• Addenda preparation and response time to bid questions</li> <li>• Review of bid submissions and recommendation for award, including reference checks if required</li> </ul>	<b>Exceptional</b>		
	<b>Good</b>		
	<b>Satisfactory</b>		
	<b>Cautionary</b>		
	<b>Unacceptable</b>		

<p><b>Construction Phase</b></p> <ul style="list-style-type: none"> <li>• Administration/inspection of contract</li> <li>• Supervision of Contractor</li> <li>• Handling of claims/disputes</li> <li>• Responsiveness to Town staff requests</li> <li>• Overall project management and site supervision, including attention to WSIB and MOL regulations</li> <li>• Cost management/estimating, adherence to project scope and contract budget</li> <li>• Payment Certificates (Prompt Payment Process)</li> <li>• Schedule control</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<p><b>Post Construction</b></p> <ul style="list-style-type: none"> <li>• Quality of as built drawings and records</li> <li>• Maintenance inspections and drawing up list of deficiencies and completion/warranties</li> <li>• Handling of deficiencies and project wrap up</li> <li>• Settlement of claims/disputes</li> <li>• Settlement of final payment</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		

<p><b>Staff Acknowledgement</b></p> <p>I declare that I have completed this evaluation honestly and fairly. I further confirm that my judgment in completing this evaluation has not been affected by any actual or potential "Conflicts of Interest", as such term is defined in the Town of Halton Hills Employee Code of Conduct.</p>	
<p><b>TOWN STAFF GENERAL COMMENTS</b></p>	
<p><b>Staff Project Evaluator Name</b></p>	
<p><b>Staff Project Evaluator Supervisor Name</b></p>	
<p><b>Manager, Procurement</b></p>	

Rating	Description of Rating
<b>Exceptional</b>	Performance <i>significantly exceeds</i> Contract requirements to the Town's benefit, for example, the Consultant implemented innovative or business process reengineering techniques, which resulted in added value to the Town. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Consultant were highly effective.
<b>Good</b>	Performance meets contractual requirements and <i>exceeds</i> in some area(s) to the Town's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Consultant were effective.
<b>Satisfactory</b>	Performance <i>meets</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Consultant appear satisfactory, or completed corrective actions were satisfactory.
<b>Cautionary</b>	Performance <i>did not quite meet</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Consultant appear to be a continued minor concern, or completed corrective actions were slightly below satisfactory.
<b>Unacceptable</b>	Performance <i>does not meet</i> contractual requirements and/or recovery is not likely in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Consultant's corrective actions appear, or were, ineffective.

## Consultant Response

The Consultant has ten (10) calendar days to submit a written response to an Interim or Final Performance Evaluation utilizing this Form. If no response is received within that timeframe, the Evaluation rating shall be final.

<b>Business Name &amp; Contact Person</b>	
<b>Bid Description &amp; Bid</b>	
<b>Date of Reply</b>	
<b>Vendor Evaluation Comments</b> (Use separate form if necessary)	
<b>Appeal Section</b> (if necessary) (to be filled out in conjunction with Town staff and the Consultant)	

## Supplier of Goods and/or Services, including Equipment Performance Evaluation

<b>Bid Number</b>		<b>Bid Description</b>	
<b>Procurement Representative</b>		<b>Department Representative(s)</b>	
<b>Supplier's Business Name</b>		<b>Supplier's Contact Person</b>	
<b>Contract Award Amount</b>		<b>Contract Completion Amount</b>	
<b>Supplier's Email</b>			
<b>Final or Interim Evaluation</b>		<b>Date of Evaluation</b>	
<b>Number of Change Orders</b>		<b>Contract Completion Date</b>	
		<b>Evaluation Assessment</b>	
<b>EVALUATION CRITERIA</b> (Including but not limited to)	<b>Category Rating</b> (Rating key on bottom of Page 2)	<b>Check Box</b>	<b>Comments by Project Evaluator</b>
<b>Overall Administration</b> <ul style="list-style-type: none"> <li>• Invoice accuracy</li> <li>• Customer Service</li> <li>• Communication</li> <li>• Ordering capability</li> <li>• Training (if required)</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<b>Quality of Goods / Services</b> <ul style="list-style-type: none"> <li>• Meets specifications</li> <li>• Satisfaction of end user</li> <li>• Returns</li> <li>• Service deficiencies / call backs</li> <li>• Client's requirements and project objectives</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<b>Timelines</b> <ul style="list-style-type: none"> <li>• Meet scheduled delivery date and/or installation date</li> <li>• Backorders</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		
<b>Health &amp; Safety</b> <ul style="list-style-type: none"> <li>• MSDS supplied</li> <li>• Work performed safely</li> <li>• Compliance with all Acts and Regulations</li> <li>• Sustained injuries</li> <li>• Settlement of final payment</li> </ul>	Exceptional		
	Good		
	Satisfactory		
	Cautionary		
	Unacceptable		



## Supplier of Goods and/or Services, including Equipment Performance Evaluation

<b>Staff Acknowledgement</b>	
I declare that I have completed this evaluation honestly and fairly. I further confirm that my judgment in completing this evaluation has not been affected by any actual or potential "Conflicts of Interest", as such term is defined in the Town of Halton Hills Employee Code of Conduct.	
<b>TOWN STAFF GENERAL COMMENTS</b>	
<b>Staff Project Evaluator Name</b>	
<b>Staff Project Evaluator Supervisor Name</b>	
<b>Manager, Procurement</b>	

Rating	Description of Rating
<b>Exceptional</b>	Performance <i>significantly exceeds</i> Contract requirements to the Town's benefit, for example, the Supplier implemented innovative or business process reengineering techniques, which resulted in added value to the Town. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Supplier were highly effective.
<b>Good</b>	Performance meets contractual requirements and <i>exceeds</i> in some area(s) to the Town's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Supplier were effective.
<b>Satisfactory</b>	Performance <i>meets</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Supplier appear satisfactory, or completed corrective actions were satisfactory.
<b>Cautionary</b>	Performance <i>did not quite meet</i> contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which proposed corrective actions taken by the Supplier appear to be a continued minor concern, or completed corrective actions were slightly below satisfactory.
<b>Unacceptable</b>	Performance <i>does not meet</i> contractual requirements and/or recovery is not likely in a timely or cost effective manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Supplier's corrective actions appear, or were, ineffective.

## Supplier's Response

The Supplier has ten (10) calendar days to submit a written response to an Interim or Final Performance Evaluation utilizing this Form. If no response is received within that timeframe, the Evaluation rating shall be final.

<b>Business Name &amp; Contact Person</b>			
<b>Bid Description</b>		<b>Bid Number</b>	
		<b>Date of Reply</b>	
<b>Supplier's Comments</b> (Use separate form if necessary)			
<b>Appeal Section (if necessary)</b>  (to be filled out in conjunction with Town staff and the Supplier)			



**Appendix B – Incident Reporting Form**

<b>Vendor / Company:</b>			
<b>Contract Description:</b>			
<b>Incident Date:</b>			
<b>Facility or Location:</b>			
<b>Report Issued By:</b>			
<b>Date Issued to Contractor / Company:</b>		<b>Vendor Fax # or Email:</b>	
<b>PO # (if applicable):</b>			

<b>Nature of Incident:</b>

<b>Detailed Explanation (attach more pages if necessary):</b>

<b>Request / Action to be taken (attach more pages if necessary):</b>

<b>Date to be completed / rectified by:</b>

\_\_\_\_\_  
**Issuer Signature**

\_\_\_\_\_  
**Date**