

VENDOR PERFORMANCE SYSTEM (VPS) USER GUIDE

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Table of Contents

1. GLOSSARY OF TERMS3

2. PURPOSE AND INTERPRETATION4

3. PERFORMANCE EVALUATION4

4. EMPLOYMENT OF VENDOR PERFORMANCE SYSTEM5

5. PROJECT EVALUATORS5

6. CONTRACT DISPUTE PANEL (CDP).....5

7. FREQUENCY OF PERFORMANCE EVALUATIONS6

8. COMMUNICATION WITH VENDORS REGARDING PERFORMANCE7

9. EVALUATION TEMPLATES7

10. VENDOR PERFORMANCE SYSTEM EVALUATION RATING KEY7

11. VENDOR PERFORMANCE EVALUATION FORM PROCESS / RATINGS8

12. VENDOR RESPONSE PROCESS12

13. APPEAL PROCESS12

14. PROBATION PROCESS12

15. SUSPENSION PROCESS.....12

16. MULTIPLE VENDOR PERFORMANCE EVALUATIONS ON RECORD13

17. RECORD RETENTION13

18. APPENDICES15

NOTE: The Town reserves the right to amend or update this document at any time.

1. GLOSSARY OF TERMS

Agreement means a mutual understanding, which may or may not be legally enforceable: an Agreement is a Contract if it is legally enforceable.

Bidder/Proponent means the individual or legal entity submitting a Bid. For clarity, as per the Town's Procurement By-law and this procedural document, the word "Bidder" shall also include "Proponent", "Respondent" and "Offeror". The definition shall also include any principal, director, or officer of that Bidder, bidding directly for Town Contracts or indirectly through another legal entity.

Conflict of Interest means a situation where a personal or business interest of an elected official, officer or employee of the Town is in conflict with the best interests of the Town (as determined by the Bid Review Panel), and includes:

- The giving or receiving of a direct or indirect personal gain or benefit, or a direct or indirect advantage or privilege, by any business or individual that provides advice, goods, services or construction to the Town or family member of such business that provides advice, goods, services or construction;
- Employment by the Town; and
- A direct or indirect interest in any business that provides goods, services or construction.

Contract means a legally enforceable agreement between two or more parties that creates an obligation to supply Goods, Services or Construction in return for money or other consideration;

Probation means the action that results when a Vendor/Contractor/Consultant receives a below standard or poor rating on an Interim or Final Evaluation.

Project Evaluator(s) means one or more person(s) from the Town's user department(s) and/or a consultant(s) to the Town who will be evaluating a Vendor's performance by completing Evaluations in accordance with this procedural document. The Project Evaluator is typically the Project Lead.

Responsible Vendor means a Vendor that has the capacity and ability (including financial and technical) to ensure the performance of the Work.

Suspension means the action that results when a Vendor/Contractor/Consultant refuses or fails to execute a Contract awarded to that Vendor by the Town.

Town means the Corporation of the Town of Whitchurch-Stouffville.

Vendor means any entity who may or does currently supply Deliverables to the Town.

Work means the total goods, services or construction required by the Contract documents.

Note: References to the masculine or singular throughout shall be considered to include the feminine and the plural and vice versa as the context requires. The terms “Consultant”, “Contractor” and “Vendor” should be used according to the classification of work undertaken. All other terms not defined above shall have the meanings given to those terms in the Town’s Procurement By-law #2017-084-FI.

2. PURPOSE AND INTERPRETATION

The Vendor Performance System (VPS) provides a protocol to evaluate Vendors, in a transparent and consistent manner. This protocol should be read in conjunction with the Town’s Procurement By-law # 2017-084-FI.

Defined terms used in this protocol have the meaning assigned in the Glossary of Terms.

For the purposes of this document, the word Vendor shall also mean Bidder, Proponent, Contractor, Supplier, and/or Consultant.

3. PERFORMANCE EVALUATION

Vendor performance is critical to the success of procurement projects. Poor workmanship, unnecessary contract delays and unsafe work practice will not be tolerated.

At the outset of the Contract, the Town’s Project Lead or Procurement Services may provide the Vendor with copies of the Evaluation Templates that will be used to rate the Vendor’s performance in accordance with the Performance Evaluation process.

The evaluation of Vendor performance for Contracts awarded through a non-competitive or competitive process enables staff to:

- (i) Manage performance in a proactive way during the term of a Contract;
- (ii) Create a record of past performance for use by the Manager, Procurement Services in determining the eligibility to participate in future procurement opportunities; and
- (iii) Demonstrate accountability to Council and residents regarding value for money, service level standards, and corrective action for poor and non-performance issues.

The Town may utilize Vendor performance reports for all other contracts including but not limited to invitational bids, Alternative Procurements, Emergency Purchases and wherever it is in the best interest of the Town.

4. EMPLOYMENT OF VENDOR PERFORMANCE SYSTEM

The VPS may be utilized for any Town contract, whether non-competitive or competitive, and regardless of the procurement value, if it is in the Town's best interest to do so.

Evaluations shall be completed for the following types of procurements/contracts:

- (i) Construction contracts;
- (ii) Consulting contracts;
- (iii) Goods;
- (iv) Services;
- (v) Vehicles and Equipment; and
- (vi) Upon termination of a Contract for any reason prior to the Contract end date.

5. PROJECT EVALUATORS

The Project Evaluator (it is recommended that this is the Project Lead) is one or more person(s) from the Town's user department(s) and/or a consultant(s) to the Town who will be evaluating a Vendor's performance.

The Project Evaluator and Manager, Procurement Services will attest that he/she does not have a Conflict of Interest. If a Conflict of Interest is declared, the Project Evaluator and/or Manager, Procurement Services should be excused from the evaluation process and replaced by a suitable designate.

The Project Evaluator and Manager, Procurement Services shall abide by the Town's "Staff Code of Conduct" (Administrative Procedure # 60).

6. CONTRACT DISPUTE PANEL (CDP)

In the event of a Contract dispute, if unable to resolve, a Department Head shall escalate the dispute to the Contract Dispute Panel (CDP), who shall use reasonable efforts to expeditiously resolve the dispute.

The CDP shall be comprised of the Manager, Procurement Services, applicable Department Head, Treasurer and Town Solicitor. All members or their designate(s) must be present for any ruling to be made.

7. FREQUENCY OF PERFORMANCE EVALUATIONS

Interim and Final Performance Evaluation

Interim and Final Performance Evaluations will be scheduled by Procurement Services according to the frequency of the performance evaluation schedule.

A performance evaluation may be performed at any time during the contract period at the discretion of the project lead.

The results from all performance evaluations will be required prior to the approval of any contract renewal or extension.

The project evaluator shall complete performance evaluations in a timely manner, preferably **within two (2) weeks** of the following occurrences, depending on the type of goods, services, or construction.

Final Performance Evaluations will be used by the Manager, Procurement Services for consideration of participation in future Bid opportunities. If a Final Performance Evaluation has not been completed at the time a Bid Call submission award is under review, an Interim Performance Evaluation if available, may be used by the Manager, Procurement Services to:

- Determine if a Bidder/Proponent submitting a Bid/Proposal is a Responsible Bidder/Proponent; and/or
- Review past performance as is normally required in a Request for Tender (RFT) or Request for Proposal (RFP) process.

Vendor Performance Evaluations Schedule

Category	Type and Frequency
Goods (includes Vehicles & Equipment)	Final Evaluation upon delivery and inspection of goods
Construction/Consulting/Service	
Greater than four (4) Months	Interim evaluations every four (4) months and one (1) final evaluation
Less than or equal to four (4) Months	One (1) Final Evaluation

8. COMMUNICATION WITH VENDORS REGARDING PERFORMANCE

Performance Evaluations may be completed and discussed with a Vendor at any time throughout the term of the Contract, at the Town's discretion, based on the Vendor's performance.

It is important to have open communication with the Vendor throughout the project, to inform the Vendor in writing when their performance is a concern, and to request appropriate corrective action within an acceptable timeframe. It is equally important to keep a written record of all correspondence with the Vendor.

Project Managers must keep the Procurement Services Lead informed throughout the course of a Contract of any performance concerns. Department Heads or delegated staff should not hesitate to contact the Procurement Services Lead for advice or assistance regardless of the significance of the problem, or to have the Procurement Services Lead attend a meeting with a Vendor.

If the Vendor's response or corrective action is still a concern, Department staff should involve the CDP. Where it is deemed appropriate, the Project Lead may request Procurement Services to create a Performance Evaluation for completion.

If the Vendor's response or corrective action continues to be a concern, the terms and conditions of the Contract relating to non-performance may be enforced by the Department Head and/or CDP through written correspondence with the Vendor.

9. EVALUATION TEMPLATES

The Project Evaluator must complete one of the following evaluation forms based on the classification of work being provided. Refer to Appendix A to C for a sample of the templates.

- (i) Construction Vendor Performance Evaluation;
- (ii) Goods Vendor Performance Evaluation; and
- (iii) Services Vendor Performance Evaluation.

10. VENDOR PERFORMANCE SYSTEM EVALUATION RATING KEY

The Project Evaluator shall assign one of the following ratings to each category on the evaluation.

Unsatisfactory (rating of 0)

- Does not satisfy any of the requirements of the criteria in any way.

Below Standard (rating of 1)

- Meets some of the requirements of the criteria, but not all. Lacking in critical areas. Corrective action by the Vendor is ineffective.

Standard (rating of 2)

- Fully meets all requirements of the criteria. Corrective action if taken by the Vendor is satisfactory.

Above Standard (rating of 3)

- Exceeds all requirements of the criteria surpassing the Town's needs.

11. VENDOR PERFORMANCE EVALUATION FORM PROCESS / RATINGSEvaluation Completion:

All Interim and Final Performance Evaluations will be clearly marked as either “**Interim**” or “**Final**” and completed through the Bids and Tenders digital Vendor Performance System online.

RATINGS – STANDARD AND ABOVE STANDARD

The Project Evaluator shall follow the steps below when completing performance evaluations with a “Standard” rating (60) or higher.

A Vendor with a “Standard or Above Standard” rating will:

- a) Be considered a Responsible Bidder/Proponent and eligible to participate in future Bid opportunities with the Town; and
- b) At the discretion of the Town, receive up to an additional one (1) year term (option/extension) or as other defined in the original Bid Call document or Contract relating to a multi-year Contract, provided the original Bid Call document allowed for such option years. Costs for the extension years shall be based on either:
 - Any inflationary annual increase allowed in the Bid Call document, or any inflationary contract annual increase stated by the Vendor in their original Bid

submission; or

- The same costs as stated in a fixed price multi-year Contract.

RATINGS – “BELOW STANDARD”

The Project Evaluator shall follow the steps below when completing Performance Evaluations with a “Below Standard” rating (50 to 59).

- 1) A non-conformance report must be attached to the evaluation. Refer to Appendix D for a sample of the template.
- 2) The performance evaluation Report and all evidence of a Vendor’s failure to meet the contract terms and conditions, specifications, performance, invoicing conditions, health and safety requirements, environmental protections, etc. along with all written correspondence between the Project Evaluator and/or Department, must be provided to the Manager, Procurement Services.
- 3) Upon receiving the Performance Evaluation Report, the Manager, Procurement Services may consult with the Project Evaluator to discuss the Vendor’s performance issues by following the options available according to the terms and conditions of the Bid Call document and/or Contract. Where a contract is silent on dispute resolution mechanisms, a Department Head shall ensure that the contract is proactively managed and where necessary, escalated to the Contract Dispute Panel (CDP). The Department Head may or may not attend the preliminary meeting but must approve the action plan.
- 4) The Manager, Procurement Services, Project Evaluator, and Department Head if desired, shall meet with the Vendor to clearly identify and discuss the performance issues, determine the corrective action that will be taken to rectify and avoid the recurrence of the performance issues and obtain the Vendor’s agreement to take the corrective action within a specified time. Following the meeting, the Manager, Procurement Services or delegate, or Project Evaluator will confirm the details and outcome of the discussion in writing to the Vendor and will attach a copy of the written record of the meeting to the performance evaluation form.
- 5) If the Vendor is able to correct their performance issues on a subsequent performance evaluation, their rating may be changed to a “Standard” rating, and they may continue to be deemed a Responsible Bidder/Proponent and eligible to participate in future Bid opportunities with the Town. The Vendor’s final rating shall be communicated to the Vendor along with a copy of the Final Performance Evaluation Form.

A Vendor that has received a “Below Standard” rating:

- a) May or may not be considered a Responsible Bidder for future similar bid submissions to the Town;
- b) Will be placed on probation;

- c) At the discretion of the Town, receive up to an additional one (1) year term (option/extension) or as other defined in the original Bid Call document or Contract relating to a multi-year Contract, provided the original Bid Call document allowed for such option year, and shall be contingent on an acceptable action plan to correct performance. Costs for the extension shall be based on either:
- Any inflationary annual increase allowed in the bid call document, or any inflationary contract annual increase stated by the Vendor in their original bid submission; or
 - The same costs as stated in a fixed-price multi-year Contract.
- 3) If the performance issues are not rectified or there is a recurrence of the performance issues on a subsequent performance evaluation, the Project Evaluator must advise their Department Head and the Manager, Procurement Services immediately. The Manager, Procurement Services will convene the Contract Dispute Panel (CDP), which will then revise the rating to Unsatisfactory whereby the steps outlined in the next Section will be applied.

RATINGS – “UNSATISFACTORY”

The Project Evaluator shall follow the steps below when completing Performance Evaluations with a “Unsatisfactory” rating (49 or below).

- 1) A non-conformance report must be attached to the evaluation. Refer to Appendix D for a sample of the template.
- 2) The performance evaluation Report and all evidence of a Vendor’s failure to meet the contract terms and conditions, specifications, performance, invoicing conditions, health and safety requirements, environmental protections, etc. along with all written correspondence between the Project Evaluator and/or Department, must be provided to the Manager, Procurement Services.
- 3) Upon receiving the Performance Evaluation Report, the Manager, Procurement Services may consult with the Project Evaluator to discuss the Vendor’s performance issues by following the options available according to the terms and conditions of the Bid Call document and/or Contract. Where a contract is silent on dispute resolution mechanisms, a Department Head shall ensure that the contract is proactively managed and where necessary, escalated to the Contract Dispute Panel (CDP). The Department Head may or may not attend the preliminary meeting but must approve the action plan.
- 4) The Manager, Procurement Services, Project Evaluator, and Department Head if desired, shall meet with the Vendor to clearly identify and discuss the performance issues, determine the corrective action that will be taken to rectify and avoid the recurrence of the performance issues and obtain the Vendor’s agreement to take the corrective action within a specified time. Following the meeting, the Manager, Procurement Services or delegate, or Project Evaluator will confirm the details and

outcome of the discussion in writing to the Vendor and will attach a copy of the written record of the meeting to the performance evaluation form.

- 5) If the Vendor is able to correct their performance issues on a subsequent performance evaluation, their rating may be changed to a “Below Standard or Standard” rating, and they may continue to be deemed a Responsible Bidder/Proponent and eligible to participate in future Bid opportunities with the Town. The Vendor’s final rating shall be communicated to the Vendor along with a copy of the Final Performance Evaluation Form.

A Vendor that has received an “Unsatisfactory” rating (49) or lower will:

- Be placed on Probation;
- **Not** be considered a Responsible Bidder/Proponent for future similar Bid/Proposal opportunities with the Town;
- Not be considered eligible for any Contract extensions;
- May be terminated under their current Contract based on poor performance; and
- Prior to awarding the Contractor any future Contracts, the Town may request the Bidder to demonstrate in writing or by other acceptable means to the Manager, Procurement Services that the Contractor has corrected all previously documented areas of “Unsatisfactory” 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 Contractor since the date of the Performance Evaluation where a rating of “Unsatisfactory” in any category was given.

The Town reserves the right, at its sole discretion not to award a Contract to any Contractor, for an indefinite period that fails to provide satisfactory evidence of correcting any documented past performance concerns by the Town.

Termination

A Contract can only be terminated prior to its expiry date with the approval of the CAO, in consultation with the CDP.

Where a Contract is required pursuant to Schedule B of the Procurement By-law, and the authority to execute the Contract is delegated to a Department Head, then the CAO, upon the written recommendation of the CDP, has the authority to terminate such a Contract at any time under the following circumstances:

- 1) Where a Vendor is in default of terms and/or obligations under an applicable Contract and has failed to remedy such default as agreed upon during an interim evaluation meeting to address the issue;
- 2) Where a Vendor commits an act of bankruptcy, a receiver is appointed on account

of insolvency of a Vendor or in respect of any of its property, or if the Vendor makes a general assignment for the benefit of its creditors;

- 3) Where it is discovered that the award of a Contract was induced through illegal or fraudulent means or that the Vendor has acted in violation of any federal or provincial laws during the performance of the Contract; and/or
- 4) In accordance with the termination provisions in the actual contract.

Where a Contract is required pursuant to Schedule B, and the authority to execute the Contract requires Council approval, then only Council shall have the Authority to terminate such Contract, on the advice of the CDP.

12. VENDOR RESPONSE PROCESS

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

Submit an appeal request to an Interim or Final Evaluation via Bids and Tenders.

If no response is received within ten (10) calendar days, the evaluation rating shall be final.

13. APPEAL PROCESS

Within Ten (10) calendar days of receiving an appeal request in respect of a Performance Evaluation where the Contractor received a rating of "BELOW STANDARD OR UNSATISFACTORY", the Manager, Procurement Services and the Manager(s) of the functional area(s) which worked directly with the Contractor shall have sole discretion to decide if any rating should be adjusted in any or all categories, based on information received in the appeal request. The Town may render a final decision based on the appeal information or request additional information from the Contractor. The Town's decision shall be final and binding on all parties.

14. PROBATION PROCESS

A Vendor's status will change to "Probation" if they receive a rating below the standard. The Vendor's rating will be updated if on subsequent evaluations they score "standard" or higher.

The Vendor's status will be included in the non-conformance report.

15. SUSPENSION PROCESS

Should the CDP issue a Vendor a Suspension Letter it shall state the reason for the Suspension, and the start and end date of the Suspension process, which will be a minimum of two (2) years. The letter will set out the requirements for reinstatement.

The Town may apply the Suspension period, where it is in the best interest of the Town,

based either on:

- Commodity Basis: this will be specific to the commodity of good(s) and/or service or construction evaluated on the applicable Performance Evaluation.
- Blanket Basis: this will cover all contracts regardless of the type of good, service or construction evaluated on the applicable Final Performance Evaluation.

16. MULTIPLE VENDOR PERFORMANCE EVALUATIONS ON RECORD

If a Vendor has multiple Evaluation Reports on record with the Town, the Town will consider the most recent Interim or Final Evaluation completed for similar goods, services or construction.

Prior to awarding a Vendor any future Contracts, the Town will request that the Bidder demonstrate in writing (or by other means acceptable to the CDP) that the Vendor has corrected all previously documented areas of concern to a satisfactory standard. The decision of the CDP shall be final.

Where a Bidder has an Evaluation Report (Interim or Final) on record for unrelated goods, services, or construction, the Town reserves the right to consider this Evaluation Report in determining if a Bidder is Responsible.

Furthermore, the Town reserves the right to consider an Interim Evaluation Report in determining if a Bidder is Responsible if a Final Evaluation Report has not been completed, or in addition to a completed Final Evaluation Report.

Where a Contract has multiple departments or divisions completing an Evaluation Report (either Interim or Final), the Vendor's overall performance rating shall be based on the lowest evaluation rating received by a department or division.

17. RECORD RETENTION

The Project Evaluator shall:

- Maintain department copies of all performance documents and Bid records pertaining to the Contract, as per the Town's Records Retention Schedule.

The Manager, Procurement Services shall:

- Maintain all Procurement records, including all performance documents, in accordance to the Town's Records Retention Schedule. These documents support

the warranty/maintenance period, and include, but are not limited to:

- (i) Bid Call document and/or Vendor Contract;
- (ii) Internal and external correspondence (e.g. emails, letters, telephone logs or faxes);
- (iii) Minutes of meetings describing issues discussed, decisions made, issues unresolved/resolved, and action items assigned;
- (iv) Progress reports;
- (v) Project diaries which record significant daily events;
- (vi) Inspection and laboratory reports;
- (vii) Photographs and video tapes; and
- (viii) Rejected project deliverables.

Written copies of all communications and correspondence with Vendors concerning a Contract dispute shall be maintained by the User Department and Procurement Services.

18. APPENDICES

- Appendix A: Construction Template
- Appendix B: Goods Template
- Appendix C: Services Template
- Appendix D: Non-Conformance Report Template

Appendix A: Construction Template



Evaluation Date
Evaluation Due Date
Evaluation ID
Supplier
Primary Contact

Type
Project Lead
Project Lead's Manager
Department
Division

Contract Number
Contract Name

Contract Start Date
Previous Performance Rating
Previous Performance Status
Evaluation Form Type
Supplier can see comments

Supplier can see attachments

Attachments

Criteria	Max Score	Current Score
Part A - Administration	10% (135.00)	0.00% (0.00/135.00)
Part B - Quality of Work	30% (90.00)	0.00% (0.00/90.00)
Part C - Project Management	30% (180.00)	0.00% (0.00/180.00)
Part D - Cost Control	20% (90.00)	0.00% (0.00/90.00)
Part E - Health & Safety	10% (90.00)	0.00% (0.00/90.00)

Total Bonus Points

Total Percentage

Rating

Evaluation Criteria	Evaluation Assessment	Comments
Part A - Administration (10%)		
Staff are trained/responsive and provide effective customer service, meetings are scheduled & attended	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> Project Lead Comments Required </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> Supplier Comments </div>
Coordination and cooperation with Project Manager/Town Staff	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> Project Lead Comments Required </div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> Supplier Comments </div>

Appendix A: Construction Template

Evaluation Criteria	Evaluation Assessment	Comments
		<div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Accuracy of submission of documents, reports, schedules, time cards & invoices	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Part B - Quality of Work (30%)		
The materials that are used meet the quality standards	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Workmanship and adherence to the plans, specifications and requirements of the Contract	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Part C - Project Management (30%)		
Project delivery is on schedule and milestones/deadlines are met	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Management of personnel & equipment is provided as needed	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Project controls are adhered to, including any accessibility features, if required	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>

Appendix A: Construction Template

Evaluation Criteria	Evaluation Assessment	Comments
		<div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Conflict Resolution/Ability to resolve issues	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Part D - Cost Control (20%)		
Project is completed within the allotted budget	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Handling of change orders/extra work (i.e. unrealistic quantities, timely, claiming work not done)	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Part E - Health & Safety (10%)		
Health & Safety Act (Compliance), safe working conditions & PPE	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
Handling of change orders/extra work (i.e. unrealistic quantities, timely, claiming work not done)	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Project Lead Comments Required</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div> <div style="background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;">Supplier Comments</div> <div style="border: 1px solid #ccc; height: 20px; width: 100%;"></div>
General Comments		

Appendix A: Construction Template

Evaluation Criteria	Evaluation Assessment	Comments
Supplier Comments		

Evaluation

Maximum Points Available	100.00
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Appendix B: Goods Template



Evaluation Date
Evaluation Due Date
Evaluation ID
Supplier
Primary Contact

Type
Project Lead
Project Lead's Manager
Department
Division

Contract Number
Contract Name

Contract Start Date
Previous Performance Rating
Previous Performance Status
Evaluation Form Type
Supplier can see comments

Supplier can see attachments

Attachments

Criteria	Max Score	Current Score
Part A - Management	10% (180.00)	0.00% (0.00/180.00)
Part B - Scope of Work and Specifications	50% (180.00)	0.00% (0.00/180.00)
Part C - Delivery	30% (90.00)	0.00% (0.00/90.00)
Part D - Cost	10% (90.00)	0.00% (0.00/90.00)

Total Bonus Points

Total Percentage

Rating

Evaluation Criteria	Evaluation Assessment	Comments
Part A - Management (10%)		
Coordination and cooperation with the Town's Project Manager, Town Staff, Approval Agencies and other stakeholders	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> Project Lead Comments Required </div> <div style="border: 1px solid #ccc; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> Supplier Comments </div> <div style="border: 1px solid #ccc; height: 20px;"></div>
Accuracy of submission of documents, reports, schedules and invoices	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> Project Lead Comments Required </div> <div style="border: 1px solid #ccc; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid #ccc; padding: 5px; margin-bottom: 5px;"> Supplier Comments </div> <div style="border: 1px solid #ccc; height: 20px;"></div>

Appendix B: Goods Template

Evaluation Criteria	Evaluation Assessment	Comments
Part B - Scope of Work and Specifications (50%)		
Quality and completeness of the deliverables	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
Compliance and fulfillment of scope of work and specifications, including any accessibility features, if required	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
Part C - Delivery (30%)		
Goods delivered on time, at the right location and in the right quantity	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
Part D - Cost (10%)		
Goods delivered within the allocated budget	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
General Comments	<input style="width: 100%; height: 20px;" type="text"/>	
Supplier Comments	<input style="width: 100%; height: 20px;" type="text"/>	

Evaluation

Maximum Points Available	100.00
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Appendix C: Services Template



Evaluation Date
Evaluation Due Date
Evaluation ID
Supplier
Primary Contact

Type
Project Lead
Project Lead's Manager
Department
Division

Contract Number
Contract Name

Contract Start Date
Previous Performance Rating
Previous Performance Status
Evaluation Form Type
Supplier can see comments

Supplier can see attachments

Attachments

Criteria	Max Score	Current Score
Part A - Management	15% (150.00)	0.00% (0.00/150.00)
Part B - Scope of Work	45% (150.00)	0.00% (0.00/150.00)
Part C - Time	30% (75.00)	0.00% (0.00/75.00)
Part D - Cost	10% (150.00)	0.00% (0.00/150.00)

Total Bonus Points

Total Percentage

Rating

Evaluation Criteria	Evaluation Assessment	Comments
Part A - Management (15%)		
Coordination and cooperation with the Town's Project Manager, Town Staff, Approval Agencies and other stakeholders	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;"> Project Lead Comments Required </div> <div style="border: 1px solid #ccc; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid #ccc; background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;"> Supplier Comments </div> <div style="border: 1px solid #ccc; height: 20px;"></div>
Accuracy of submission of documents, reports, schedules and invoices	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	<div style="border: 1px solid #ccc; background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;"> Project Lead Comments Required </div> <div style="border: 1px solid #ccc; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid #ccc; background-color: #f2f2f2; padding: 5px; margin-bottom: 5px;"> Supplier Comments </div> <div style="border: 1px solid #ccc; height: 20px;"></div>

Appendix C: Services Template

Evaluation Criteria	Evaluation Assessment	Comments
Part B - Scope of Work (45%)		
Quality and completeness of the deliverables	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
Fulfillment of scope of work and terms of reference, including any accessibility features, if required	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
Part C - Time (30%)		
Project delivery is on schedule and milestones/deadlines are met	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
Part D - Cost (10%)		
Project is completed within the allotted budget	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
Handling of change orders/extra work (i.e. unrealistic quantities, timely, claiming work not done)	<input type="radio"/> 0 <input type="radio"/> 1 <input type="radio"/> 2 <input type="radio"/> 3	Project Lead Comments Required <input style="width: 100%; height: 20px;" type="text"/>
		Supplier Comments <input style="width: 100%; height: 20px;" type="text"/>
General Comments	<input style="width: 100%; height: 20px;" type="text"/>	
Supplier Comments	<input style="width: 100%; height: 20px;" type="text"/>	

Appendix C: Services Template

Evaluation	
Maximum Points Available	100.00



VENDOR PERFORMANCE SYSTEM – NON-CONFORMANCE REPORT

SECTION 1 – VENDOR INFORMATION		
Procurement Project Title:	Procurement Project #:	
Occurrence #:	Report Date:	
Vendor Name:	Phone Number:	
Vendor Contact Name:	Email Address:	
SECTION 2 – NON-CONFORMANCE DETAILS – to be completed by the Project Lead		
Performance Rating - please check the item that apply:		
<ul style="list-style-type: none"> Standard (rating of 60% or higher) Below Standard (rating of 50% to 59%) Unsatisfactory (rating of 49% or below) 		
Performance Status - please check the item that apply:		
<ul style="list-style-type: none"> Vendor Probation (rating of below 60%) Vendor Suspension 		
Nature of Performance Issue(s) - please check the item(s) that apply:		
<ul style="list-style-type: none"> Failure to respond promptly to service calls Late deliveries, failure to deliver, or shipment shortages and overages Failure to abide by contract terms and conditions Services were not performed according to the specifications Project Lead was replaced during the project without Board’s approval Making unauthorized substitutions Continuous overcharges or invoicing errors and/or late invoice submissions Poor quality or poor workmanship Unsafe work practices Bankruptcy Unethical/unacceptable practices, behavior or violation of Board policies Other: _____ 		
Specific Description of the Issue(s): (Attach supporting documentation)		
SECTION 3 - TOWN REPRESENTATIVE SIGNATURES		
Project Lead Name:	Signature:	
Title:	Date:	
Department Manager Name:	Signature:	Date:

Appendix D: Non-Conformance Report Template

SECTION 4 – VENDOR RESPONSE – to be completed by the Vendor Representative in reviewing the Performance Issue(s)	
Additional Documentation to Support Corrective Action Plan: Yes: No:	
Corrective Action Plan: Please provide a corrective action plan, detailing the <u>timeline</u> for each action, as well as specifying the Vendor Representative who will be performing each action, which will be executed to address the performance issue(s)	
SECTION 5 – VENDOR REPRESENTATIVE SIGNATURE	
The Vendor agrees to having provided an accurate corrective action plan in good faith as per Section 4 – Vendor Response . The Vendor shall fulfill their corrective action plan to the best of their ability in order to improve their vendor performance for the Town. In the event there are any changes to the corrective action plan by the Vendor, they shall contact the Town's Project Lead in writing to obtain approval for said changes.	
Vendor Representative Name:	Signature:
Title:	Date:
SECTION 6 – TOWN REPRESENTATIVE FEEDBACK – to be completed by the Project Lead in reviewing Section 4 - Vendor Response	
SECTION 7 – TOWN REPRESENTATIVE REVIEW & APPROVAL	
This non-conformance report has been reviewed and approved by the Project Lead for objectivity and accuracy of Section 4 – Vendor Response .	
Project Lead Name:	Signature:
Title:	Date: