



Vendor Performance Management (VPM)

Program Manual

May 2025



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1. Purpose of the Program

- 1.1. Infrastructure Ontario has engaged Colliers under a Master Services Agreement as IO's Project Management Service Provider, providing Project Delivery Services and Optional Services for the Portfolio.
- 1.2. Colliers is committed to procuring goods and services in the most economical and efficient manner, taking into account the public interest, through processes that are fair, open, transparent, geographically neutral, and accessible to all qualified Vendors.
- 1.3. The purpose of the Program, which is established in alignment with the principles of such a program as set out in Section 8.3 of Infrastructure Ontario's Procurement Policy, is to:
 - 1.3.1. Institute Colliers' programmatic approach to identifying, tracking and considering a bidding Vendor's past performance in the evaluation and scoring of current and future procurement processes; and
 - 1.3.2. Support Vendors and Colliers in the proactive management of Vendor performance during the execution of projects.
- 1.4. In accordance with the Policy, the existence of the Program does not prevent or preclude Colliers from including evaluation criteria in a procurement that takes into consideration past performance or other reference checking based on past experience, provided that such criteria satisfy the requirements of evaluation criteria generally set out in Section 7.1 of the Policy.

2. Definitions

- 2.1. Defined terms shall have the meaning given to them in Appendix A – Definitions.

3. Objectives

- 3.1. The objective of the Program is to promote good performance by Vendors, while using past performance information to acquire new goods and services – thus improving transparency, and promoting innovation and best value.
- 3.2. The expected outcomes of the Program include:
 - 3.2.1. Defined Vendor performance requirements so that Colliers may meet their KPIs and critical project deliverables;
 - 3.2.2. Fair assessment of Vendor performance against well-defined, objective definitions;
 - 3.2.3. Accurate reporting of assessments to Vendors on a scheduled basis;
 - 3.2.4. Providing incentives to Vendors to recognize good performance;
 - 3.2.5. Creation of effective ties between chronic poor performance and a decreased likelihood being awarded work with IO; and
 - 3.2.6. To drive Program improvement through a regular and scheduled Vendor communication, ensuring clarity of expectations and quality performance.

4. Application and Threshold

- 4.1. The Program applies to Vendor contracts for which Colliers is the contracting authority initiating projects on behalf of His Majesty the King in Right of Ontario and IO, under the scope of the above-noted Master Services Agreement.

5. Documentation

- 5.1. All contractual documents associated with each mandate will be found in the EBS. This includes the initial contract, but will also include the Scorecard supporting documentation, and any issued non-conformance, non-performance, or default related documentation, if applicable. Project teams, or the Vendors themselves, may also include documentation to support their decisions, or positions. This may include meeting minutes, correspondence, progress reports, change orders, photographs, etc.

6. Vendor Performance Scorecard

- 6.1. The Scorecard is the form used for reporting Vendor performance and is attached in Appendix C. The Scorecard is used to facilitate objective assessment of Vendor performance, by applying established evaluation criteria that are aligned with Colliers' business goals.

- 6.2. During the term of a contract, Colliers will document incidents of deficient performance and/or infractions by way of minutes of meetings, notices, performance reviews, deficiencies, infractions and all related communications, which may later be used to support a Scorecard evaluation.

7. Scorecard Guide

- 7.1. The Scorecard Guide is a set of performance evaluation guidelines that are developed to assist evaluators with completing the Scorecard. A sample Vendor Performance Scorecard Guide is found in Appendix D. To assess Vendor performance, contract-related specifications or criteria questions are created based on 10 business values such as quality, partnership and value for money, and are used for scoring items on the Scorecard using the ratings as defined in this document.

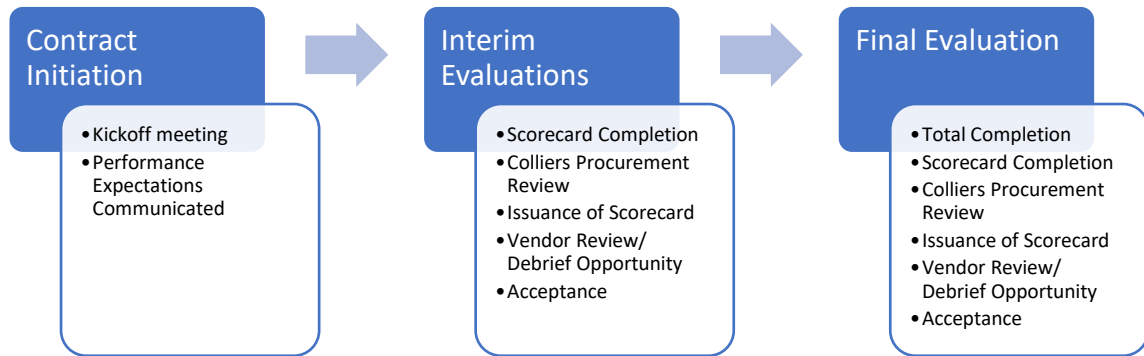
8. Inclusion in RFx Documents

- 8.1. RFx Documents must include a reference to the evaluation requirements of this Program with a copy of the Scorecard and the Scorecard Guide. The contract must outline the requirements of this Program that will be used to consider and evaluate Vendor performance.

9. Timing of Performance Reviews

- 9.1. A Scorecard will be completed by Colliers as follows:
 - 9.1.1. At the end of the contract or upon completion of specific deliverables as set out in the contract.
 - 9.1.2. When the term of a contract exceeds six (6) months, a Scorecard will also be completed on every six (6) month anniversary of the contract start date, or such other time as Colliers considers appropriate.
 - 9.1.3. For multi-phase projects (e.g. complex construction projects, Construction Phase 1, Construction Phase 2, certain planning initiatives, etc.), a Scorecard may also be completed at the end of each phase of work.
 - 9.1.4. For contracts with a term less than six (6) months, only one Scorecard is required at the end of the contract term. An interim Scorecard is optional based on the discretion of the Project Manager.
- 9.2. The Project Manager shall have the ability to schedule performance evaluations earlier or later than in 9.1 where the Project Manager deems it expedient to do so, acting reasonably, based on the scope of the project, the project schedule and any deliverables or key milestones and in consultation with the Vendor.
- 9.3. At the start of every contract, the Project Manager will meet either at the kickoff meeting or schedule a specific meeting with the Vendor to discuss milestone dates, set evaluation timelines and meeting dates and clarify performance expectations for the contract.
- 9.4. The resulting performance review may involve senior representatives from the Vendor and Colliers who will review:
 - 9.4.1. Contract KPIs, if applicable;
 - 9.4.2. Any issues and/or disputes of Colliers concern, including relevant litigation history;
 - 9.4.3. Alignment of Vendor performance with Colliers goals and objectives for remaining term of contract;
 - 9.4.4. General business trends; and
 - 9.4.5. Assess the working relationship between Colliers and Vendor.
- 9.5. At completion of the contract, all Vendor Scorecard evaluations will be averaged into a final VPS.
- 9.6. In the event where a contract is suspended or terminated (refer to the applicable contract for terms regarding suspension or termination) through no fault of the Vendor, a Scorecard will be completed based on the work completed.
- 9.7. The Project Manager may, in the Project Manager's sole discretion, complete a Scorecard prior to the contract suspension or termination date if at least three months have elapsed or a key milestone or deliverable has been achieved.

Figure 1

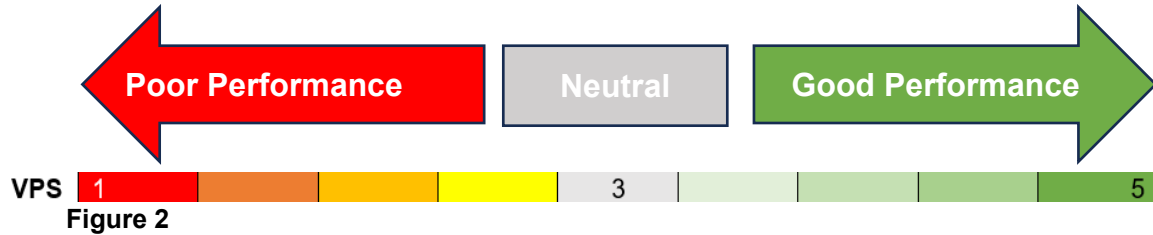


10. Issuance and Review of Scorecards

- 10.1. The Project Manager will populate draft Scorecards for review by Colliers Procurement Department. Once reviewed and agreement has taken place the Project Manager will issue the Scorecard to the Vendor.
- 10.2. The Vendor will have 10 business days to acknowledge the score and respond via the EBS, or to request a review of the results with the Project Manager, Colliers Procurement Department and/or Colliers executive team in writing. If no acknowledgements are received within 10 business days, scores will be recorded in the EBS as acknowledged. Requests for review must:
 - 10.2.1. Include a copy of the Vendor's Performance Scorecard;
 - 10.2.2. Identify the issue(s) and score(s) that the Vendor disagrees with;
 - 10.2.3. Identifies the reason(s) for disagreement and specifics supporting the Vendor's position;
 - 10.2.4. Be no more than 5 pages in length;
 - 10.2.5. Include any and all documents in support of the Vendor's position;
- 10.3. Requests not compliant with the above 10.2, will not be considered.
- 10.4. Following review of the Vendor's submission, Colliers will issue a written decision to the Vendor. The decision will indicate whether the evaluation results will be:
 - 10.4.1. Upheld (no changes); or
 - 10.4.2. Adjusted based on Colliers' review.
- 10.5. Decisions made under section 10.4 are final and shall become part of the Vendor's Overall Performance Rating with no further right by the Vendor to request any additional review of the Vendor's performance Scorecard.
- 10.6. Any changes to the score resulting from the debrief will be recorded in the EBS and sent to the Vendor.

11. VPR Calculation

- 11.1. A scale (ref. Figure 2) will be used to translate Performance Scores to a VPR, which incentivizes Vendors with good performance scores against those with substandard scores. This VPR will be added or deducted to the technical evaluation score.



- 11.2. Application of VPRs will be tiered for VOR Years 2 and 3 such that in Year 2 Vendors will receive a positive or negative application of 15 points. In Year 3 the application will be positive or negative 20 points, which will be calculated as noted in section 11.3 below. For example, during Year 2 a VPR can range from -15 to 15, but no less than -15 and no more than 15 points will be allocated for the VPR under the evaluation.
- 11.3. VPRs will be allocated based on the range in which their average VPS falls within as noted in the following tables:

Year 2:

VPR	-15 points	-11.25	-7.5	-3.75	0	3.75	7.5	11.25	15 points
VPS	1.0-1.4	1.5-1.9	2.0-2.4	2.5-2.9	3.0	3.1-3.4	3.5-3.9	4.0-4.4	4.5-5.0

Year 3:

VPR	-20 points	-15	-10	-5	0	5	10	15	20 points
VPS	1.0-1.4	1.5-1.9	2.0-2.4	2.5-2.9	3.0	3.1-3.4	3.5-3.9	4.0-4.4	4.5-5.0

12. Procurement Evaluation

- 12.1. VPRs will be applied by Colliers during the evaluation stage of Colliers procurements when evaluating submissions. Reference to the evaluated criteria that pertain to Vendor performance will be clearly outlined in the RFx Documents to support Vendors in understanding how their ratings will be used and their submission evaluated. VPRs will not be assigned in Year 1 of the implementation of the VPM. This will permit collection of data for use in the second and subsequent years of the VPM. Following Year 1 of the VPM, VPRs will be allocated for Vendors who have a minimum of 3 Scorecards. Any Vendors who do not yet have three Scorecards, will be assigned a Global Average Score, which will be the average score of all vendors on the VOR.
- 12.2. Proponents will be required to meet a minimum qualifying score of 60% of the allocated technical points. Proponents with scores less than 60% will be excluded from further consideration in the evaluation.
- Example: Contractor Year 2:
- Available Technical Points: 25
 - Minimum qualifying score: 15 points (60% x 25 points)
 - Maximum Available Technical & VPR Points: 40 points (25 + 15 points)
- 12.3. A proponent's VPR shall impact their evaluation and scoring in procurement evaluations.

- 12.4. The weighting and qualifying score of evaluation criteria will change on an annual basis on a tiered approach as outlined below for Contractors and Consultants:

12.4.1. Contractors:

Year 1	Year 2	Year 3
Price – 65 points	Price – 60 points	Price – 55 points
Technical – 35 points	Technical – 25 Points	Technical – 25 points
VPR – 0 points	VPR – (+/-) 15 points	VPR – (+/-) 20 points
EDI – 2 points	EDI – 3 points	EDI – 5 points

12.4.2. Consultants:

Year 1	Year 2	Year 3
Price – 35 points	Price – 25 points	Price – 25 points
Technical – 65 points	Technical – 60 points	Technical – 55 points
VPR – 0 points	VPR – (+/-) 15 points	VPR – (+/-) 20 points
EDI – 2 points	EDI – 3 points	EDI – 5 points

- 12.5. These weights are to be used as a guide and may vary based on project size and complexity.
- 12.6. Evaluations will be conducted based on the criteria outlined in the procurement documents. Project Managers, in collaboration with the Procurement Lead are responsible for determining the technical criteria necessary to meet project needs and incorporate them into the procurement documentation.
- 12.7. The VPR will be used in the evaluation stage of a procurement only for those submissions that have qualified (passed the Completeness Review stage), as set out in the RFx Documents and only after all other technical rated criteria have been evaluated, and technical consensus achieved. A Vendor's performance rating will not be disclosed to evaluators or used for consideration by the evaluation team prior to this final step in the evaluation process.
- 12.8. The VPR used in the evaluation stage of a procurement will be the average of a minimum of 3 VPRs to date for that Vendor, from all contracts. Where there are less than 3 VPRs as noted in 12.1, a Global Average will be applied. As stated under 12.1 VPR scores will not be applied during Year 1 of the implementation of the VPM.
- 12.9. VPSs will expire 24 months from the date of Scorecard issuance to the vendor by Colliers.

13. Management of Vendor Performance

- 13.1. A multi-tiered approach from performance reviews to infractions will be used to manage Vendor performance during the term of the contract. The intent is to proactively address performance issues and promote change for a positive outcome on project delivery.
- 13.2. If a Vendor deficiently performs during the term of its contract, Colliers will address the deficiencies with the Vendor. The issue(s) discussed, and the corrective action required must be documented and may be in the form of minutes of meetings, emails or other correspondence. It is essential for the Project Manager to maintain supporting documentation as it may form an essential part of the Vendor's information on record. Notification of deficient performance can be based on negative feedback Colliers has received from their client(s), that is, a ministry or other entit(ies) that ultimately benefit from the project or work performed by the Vendor. Prompt notification of deficient performance provides the Vendor with an opportunity to address and improve performance prior to the Vendor's next performance evaluation.
- 13.3. If Vendor performs a Minor Deficiency Colliers PM will record the deficiency, including available backup and issue to the Contractor via the EBS.
- 13.4. If a Vendor performs a Minor Deficiency more than once per contract, or if a Vendor performs a Major Deficiency, Colliers Procurement Department and/or the Project Manager will respond by issuing an Infraction Report via the EBS.
- 13.5. An IR is issued in accordance with the following process:
- 13.5.1. The Project Manager consults with the Procurement Department to review and validate whether issuance of an IR is warranted in the circumstances.

- 13.5.2. If an IR is warranted, the Project Manager completes the IR and issues it along with supporting documentation; and
- 13.5.3. The Project Manager will deliver to the Vendor a copy of the completed IR along with the supporting documentation to the Vendor's contract representative and the Deficient Performance.
- 13.6. IRs directly impact the maximum score that can be achieved on the Scorecard:
 - 13.6.1. In the event the Vendor has been issued an IR during the evaluation period, the maximum score that can be achieved is 3.
 - 13.6.2. Further, if multiple IRs have been issued during the evaluation period, or if an IR was issued during a previous evaluation period and was not resolved by the Vendor, the maximum score that can be achieved is 1.

14. Minor Deficiency

- 14.1. Minor Deficiency is any deficient performance that is not a Major Deficiency.
- 14.2. Examples of Minor Deficiencies include, but are not limited to:
 - 14.2.1. Design and Construction Deficiency that is not a Design and Construction Major Deficiency;
 - 14.2.2. Failure to provide milestone schedules in a timely manner, in accordance with the contract;
 - 14.2.3. Failure to update schedules as per the contract;
 - 14.2.4. Inaccurate invoicing and budgets; and
 - 14.2.5. Failure to provide minutes of meetings as per the contract.

15. Major Deficiency

- 15.1. Major Deficiency means any deficient performance that:
 - 15.1.1. Has an adverse impact on the contract price;
 - 15.1.2. Has an adverse impact on achievement of Substantial Performance, Ready-for-Takeover, Scheduled Date for Total Performance of the Work, or the Scheduled Date for Study Completion, as applicable;
 - 15.1.3. Has an adverse impact on any areas that are adjacent to the Place of the Work in excess of any planned disruptions;
 - 15.1.4. Is a failure to comply with Laws; or
 - 15.1.5. Failure to comply with the terms and conditions of a contract.

16. Review of Minor Deficiencies

- 16.1. The grounds for issuance of a Minor are described in section 14 above.
- 16.2. When a deficiency is entered into the EBS, the contractor will receive a deficiency notice by email.
- 16.3. A deficiency within the EBS will include the following information:
 - 16.3.1. Severity
 - 16.3.2. Date of the incident
 - 16.3.3. Description of the incident
 - 16.3.4. Corrective action deadline
 - 16.3.5. Description of required corrective actions
 - 16.3.6. Consequences if corrective actions are not applied
 - 16.3.7. Related documents
- 16.4. The EBS will track the status and approval workflow of deficiencies.
- 16.5. If the Vendor disagrees with a deficiency, they will have five (5) days to submit their appeal with backup documentation into the EBS for review.

- 16.6. Upon review of the appeal request, the Project Manager will schedule a debriefing session to occur within ten (10) business days of the request. Reasonable efforts shall be made by the Project Manager to address the Vendor's concerns and reach agreement on the deficiency at the debriefing session. The decision made by Colliers at the outcome of the debriefing is final and is recorded in the EBS.

17. Review of Infraction Report

- 17.1. The grounds for issuance of an IR are described in section 13.4 above.
- 17.2. If the Vendor is in disagreement with the IR, they may submit a written request to the Project Manager within ten (10) business days of issuance of an IR for a debriefing.
- 17.3. Upon review of the written request, the Project Manager will schedule a debriefing session to occur within ten (10) business days of the request. Reasonable efforts shall be made by the Project Manager to address the Vendor's concerns and reach agreement on the IR at the debriefing session. The Project Manager shall provide a written response following the debriefing.
- 17.4. If the Vendor remains dissatisfied and can demonstrate reasonable grounds for review, including supporting documentation, and wishes to escalate its concerns, the Vendor must submit a final statement of its concerns in writing to the Colliers IO Account Executive Lead within ten (10) business days of receiving Colliers written response in section 17.3.
- 17.5. Requests must:
 - 17.5.1. Include a copy of the IR;
 - 17.5.2. Identify the issue(s) that the Vendor disagrees with;
 - 17.5.3. Identifies the reason(s) for disagreement and specifics supporting the Vendor's position;
 - 17.5.4. Be no more than 5 pages in length;
 - 17.5.5. Include any and all documents in support of the Vendor's position;
- 17.6. Requests not compliant with the above section 17.5, will not be considered.
- 17.7. The Colliers IO Account Executive Lead will review the Vendor's final statement of concerns and provide Colliers' written final response to the Vendor within ten (10) business days or such other time as Colliers reasonably determines. Colliers' final written response will confirm, modify or withdraw the IR. The decision made by the Colliers IO Account Executive Lead will be final and binding.

18. Resolution of Infraction Report

- 18.1. Corrective action requirements, and the associated timeline for the Vendor to demonstrate rectification, are set out in the IR. The Vendor has an opportunity to review the IR and its requirements per section 17 above.
- 18.2. The Vendor shall, no later than 5 business days after expiry of the identified timeframe, provide documented evidence to the Project Manager demonstrating effective rectification of the identified deficiency(ies).
- 18.3. The Project Manager shall review with Colliers Procurement Department and/or Colliers executive team and confirm in writing to the Vendor whether further review or action is required, or whether the IR is accepted as resolved.
- 18.4. The Vendor will then have 10 business days to acknowledge the outcome of the review or request further review. If no acknowledgement is received within 10 business, the outcome of the review shall be deemed as acknowledged. Requests for further review must:
 - 18.4.1. Include a copy of the Vendor's IR;
 - 18.4.2. Identify the issue(s) that the Vendor disagrees with;
 - 18.4.3. Identify their reason(s) for disagreement and details supporting the Vendor's position;
 - 18.4.4. Be no more than 5 pages in length; and
 - 18.4.5. Include any and all documents in support of the Vendor's position.
- 18.5. Requests not compliant with the above section 18.4 will not be considered.

- 18.6. Following review of the Vendor's submission, Colliers will issue a written decision to the Vendor. The decision will indicate whether the results of section 18.3 above will be:
 - 18.6.1. Upheld (no changes); or
 - 18.6.2. Adjusted based on Colliers' review.
- 18.7. Decisions made under section 18.6 are final with no further right by the Vendor to request any additional review.

19. Managing and Assessing Vendor Performance Information

- 19.1. The Procurement Department is responsible for collecting, managing and maintaining Vendor performance information and documents to protect the integrity and security of the information. This collection will be automated through Colliers' EBS.
- 19.2. Colliers will treat all Vendor information and documents in a confidential manner.
- 19.3. During a procurement debriefing requested by a Vendor, only performance information pertaining to the requesting Vendor can be discussed. Discussion or comparison to any other Vendor's performance information is not permitted.
- 19.4. Vendor information and documents are subject to the provisions of FIPPA, in accordance with the terms of the applicable contract.

20. Program Monitoring and Feedback

- 20.1. Colliers will monitor the application of the Program to assess adherence and interpretation. This may include continuous improvement reviews in order to verify that the Program is appropriately implemented.
- 20.2. Colliers will review the Program annually to review its relevancy and the effectiveness of the Program.

Appendix A – Definitions

Appendix A – Definitions

“Colliers” means Colliers Project Leaders Inc.

“EBS” means Electronic Bidding System

“FIPPA” means the Freedom of Information and Protection of Privacy Act

“GC” means General Contractor

“Global Average” means the average VPR for all Vendors over the last 24 months

“IO” means Infrastructure Ontario

“IPC” means the Information and Privacy Commissioner of Ontario

“IR” means Infraction Report

“KPI” means Key Performance Indicator

“Major Deficiency” is defined in Section 15 of this Program Manual

“Minor Deficiency” is defined in Section 14 of this Program Manual

“Program” means Vendor Performance Management Program (VPM)

“Project Manager” means Colliers Project Manager

“Policy” means IO’s Procurement Policy

“Ready-for-Takeover” means when all the prerequisites for attaining Ready-for-Takeover stipulated in the applicable contract are satisfied

“Scorecard” means Vendor Performance Scorecard

“Scorecard Guide” means is a set of performance evaluation guidelines, developed to assist evaluators with completing the Scorecard

“Substantial Performance” means Substantial Performance of the Work, which means when the Work is substantially performed in accordance with the requirements of the applicable contract

“Total Performance of the Work” means when a contract is certified complete by Colliers in accordance with the requirements of the applicable contract

“Vendor” means those firms contracted by Colliers on behalf of His Majesty the King in Right of Ontario and IO

“VOR” means Vendor of Record

“VPM” means Vendor Performance Management

“VPR” means Vendor Performance Rating

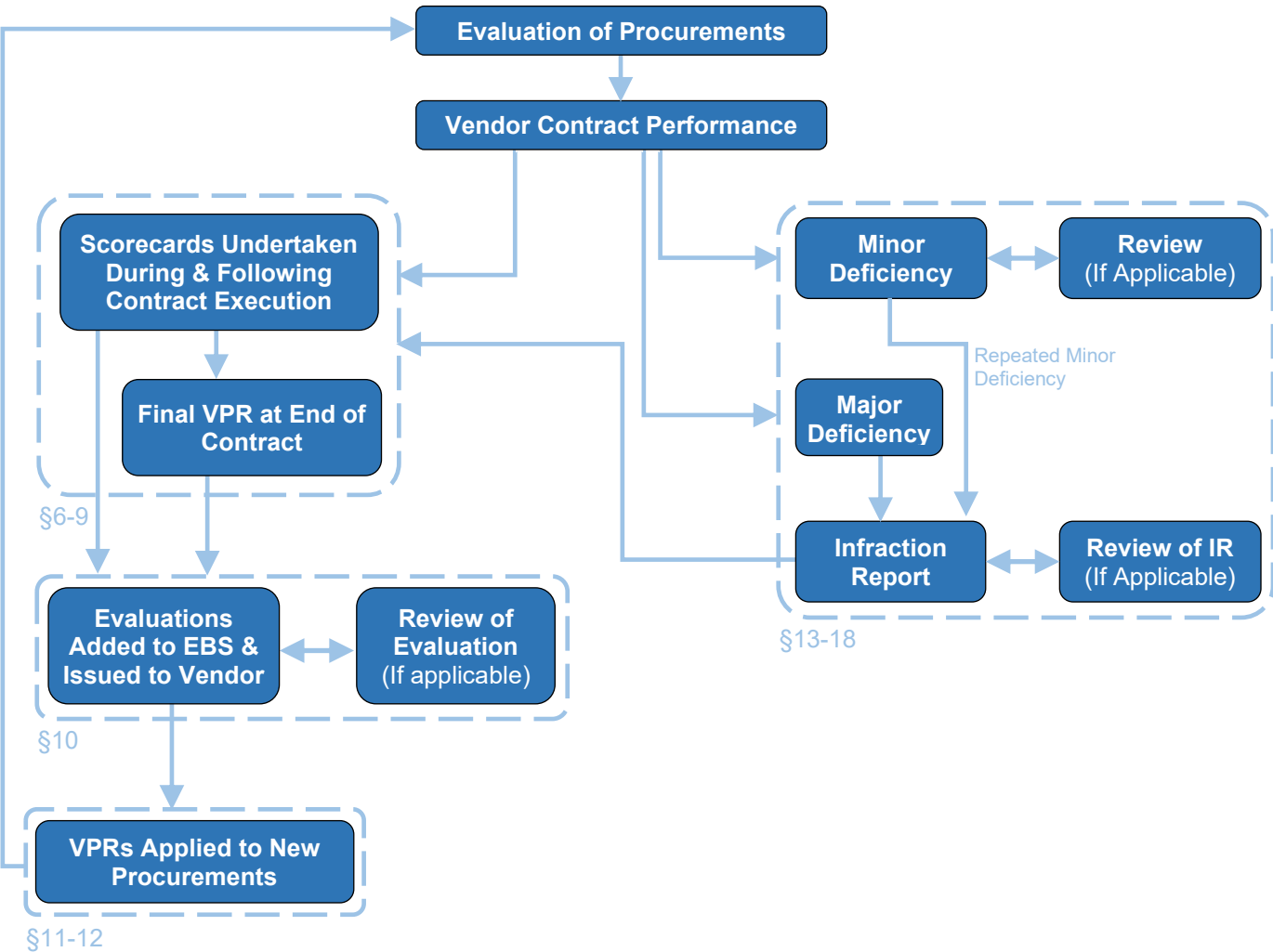
“VPS” means Vendor Performance Score. VPSs obtained from Scorecards shall expire after 2 years and no longer influence VPRs.

“Work” means the total scope of construction, related services and deliverables as set out in, required by, reasonably inferable from or described in the applicable contract

Appendix B – Process Overview

Appendix B – Process Overview

The following chart is provided as a visual aid only, for select aspects of the VPM Program. It does not reflect all details of the Program and must be read in conjunction with the remainder of the Program Manual.



Section references (§) identify key sections of VPM Program Manual

Appendix C – Vendor Scorecards

Vendor Name:	Project Manager:
Project Name:	Project Status:
Evaluation Date:	Evaluation Period:

Program Requirements & Scorecard Guidance

Refer to Vendor Performance Management Program (VPM) Program Manual and Scorecard Guide

Was the Consultant Issued an Infraction Report (IR) during the evaluation period? (If yes, a maximum score of 3 is automatically assigned to the Consultant). Yes ☐ No ☐

Were multiple IRs issued during the evaluation period, or does an IR remain unresolved from a previous evaluation period? (If yes to either question, a maximum score of 1 is automatically assigned to the Consultant). Yes ☐ No ☐

KPI Scoring

+ Succeeds +: The Consultant met or exceeded performance expectations consistently with no need for improvement noted.

- Succeeds -: The Consultant did not always meet performance expectations. Some minor errors or shortcomings that could be improved upon were noted.

SU Significant Underperformance: The Consultant did not consistently meet minimum performance expectations. There were repeated deficiencies noted which had a considerable impact on overall contractual outcomes, requiring significant effort to address.

n/a Not applicable

Scoring Legend

- 5** Exceptional
- 4** Surpassed
- 3** Achieved
- 2** Moderate Improvement Needed
- 1** Significant Improvement Needed

Weight - 20%

1.0 Contract Compliance	+	-	SU	n/a	Score	Comments
i. The Consultant prepared design and construction documents that met the Statement of Requirements and all applicable statutes, regulations, standards, codes and by-laws.						
ii. The Consultant collected all required information and conducting required due diligence before putting the project to market.						
iii. Complete design packages were issued on time, per the contract. (Complete package includes design documents and cost estimate.)						
iv. Draft application for payment and Certificates for Payment were reviewed and issued in accordance with the process and timelines outlined in the contract.						
v. The Consultant reviewed and completed, their duty of care to ensure accuracy and quality of the Contractor's Closeout submittals including, As-Built Drawings, technical reports, O&M Manuals, warranties and CMMS, without causing delay to the financial close of the project.						
vi. Record Drawings were submitted within 45 days from the date As-built drawings were provided by the Contractor.						
vii. Record Drawings met IO's CAD standards.						

Weight - 20%

2.0 Cost Control	+	-	SU	n/a	Score	Comments
i. The Consultant provided cost estimates, in line with the requirements of GC 5.5, maintaining the expected level of accuracy for the design phase (as outlined in Schedule A) and on time defined per the approved milestones in the contract.						
ii. When there were cost variances exceeding tolerances for the current milestone, the Consultant provided detailed and logical explanations for the causes of the variances.						
iii. The Consultant reviewed all change request quotes and confirmed the following: - complete material and labour breakdowns were provided by the Contractor - full backup was provided for all line items within the GC breakdown - compliance with GC 6.1 and 6.2 as modified by PSSCs and IO SCs. - prices are of fair and market value Responses to change requests did not cause delay to the project schedule.						
iv. The Consultant maintained an accurate log of all Change Notices, Change Orders, RFI's, Site Instructions as outlined in the contract.						
v. Change Orders issued due to *Design Issues compared to the overall construction value fell within the following range: 0-5% = +, 6-10% = -, >11% = SU						

*Design Issues means - Inaccurate or incomplete design documentation, which lead to rework and changes and / or discrepancies between different design documents or specifications cause confusion or requiring clarification.

Weight - 20%

3.0 Schedule	+	-	SU	n/a	Score	Comments
i. During design, the Consultant provided industry researched input on the project schedule including construction timelines, phasing, equipment lead times and verify design can be accomplished within available timeline.						
ii. During construction, the Consultant reviewed the Contractor's schedule and commented on its reasonability, dependencies of tasks, level of detail, critical path and overall quality and compliance with the contract.						
iii. The Consultant reviewed submittals that met the timelines in the submittal schedule.						
iv. The Consultant's actions did not cause delay to the project milestones outlined in the contract documents.						
v. Consultant met the Design End date in the contract. Yes = +, No = SU						

						Weight - 20%	
4.0	General Management	+	-	SU	n/a	Score	Comments
i.	Continuity of Key Personnel has been maintained throughout the project. Any personnel replacement(s) met or exceeded qualifications of their successor and followed contract requirements for prior approvals.						
ii.	The Consultant managed their project team, sub-consultants, vendors procured independently by the client, AHJs and third parties, to avoid complaints, cost overruns, schedule delays and safety incidents.						
iii.	The Consultant fosters collaborative engagements with the stakeholders, Contractor and PMSP and takes a positive approach to resolving conflict.						
iv.	The Consultant responded to project related queries within 48 hours.						
v.	The Consultant provided their input in identifying risks or opportunities that could impact the project and assisted in providing mitigation strategies.						
						Weight - 20%	
5.0	Construction	+	-	SU	n/a	Score	Comments
i.	The Consultant was proactive in communicating identified site issues and problem resolution.						
ii.	The Consultant provide Site Reports, including digital photos of the progress of the work, as required per the contract.						
iii.	The Consultant completed regular progress reviews of as-builts throughout construction as defined in the contract.						
iv.	The Consultant prepared change notices and change orders for required approvals within agreed upon times, so as to not impact the project schedule.						
v.	The Consultant took action to close any open Permits and provided evidence to Colliers within 30 days of Substantial Performance. Yes = +, No = SU						
Overall Vendor Performance Score						0	

Vendor Name:		Project Manager:					
Project Name:		Project Status:					
Evaluation Date:		Evaluation Period:					
Program Requirements & Scorecard Guidance							
Refer to Vendor Performance Management Program (VPM) Program Manual and Scorecard Guide							
Was the Contractor Issued an Infraction Report (IR) during the evaluation period? (If yes, a maximum score of 3 is automatically assigned to the Contractor).		Yes ☐	No ☐				
Were multiple IRs issued during the evaluation period, or does an IR remain unresolved from a previous evaluation period? (If no, a maximum score of 1 is automatically assigned to the Contractor).		Yes ☐	No ☐				
KPI Scoring		Scoring Legend					
+	Succeeds +: The Contractor met or exceeded performance expectations consistently with no need for improvement noted.	5 Exceptional 4 Surpassed 3 Achieved 2 Moderate Improvement 1 Significant Improvement					
-	Succeeds -: The Contractor did not always meet performance expectations. Some minor errors or shortcomings that could be improved upon were noted.						
SU	Significant Underperformance: The Contractor did not consistently meet minimum performance expectations. There were repeated deficiencies noted which had a considerable impact on overall contractual outcomes, requiring significant effort to address.						
n/a	Not applicable						
Weight - 20%							
1.0	Contract Compliance & Management	+	-	SU	n/a	Score	Comments
i.	The Contractor has managed their subtrades and workers security clearance applications as required per the contract, facility and process documents.						
ii.	The Work is completed per the drawings and specifications. If any deviations were made, the Contractor followed the process identified in the contract documents.						
iii.	The Contractor was successful in managing and coordinating the project team, skilled sub-trades, vendors procured independently by the client, AHJs and third parties, to avoid complaints, cost overruns, schedule delays and safety incidents.						
iv.	The Contractor followed the site specific protocols for access, security and did not disrupt on-going customer operations.						
v.	Continuity of Key Personnel has been maintained throughout the project. Any personnel replacement(s) met or exceeded qualifications of their successor and followed contract requirements for prior approvals.						
vi.	Cost breakdowns for change order work were detailed and supported with backup documentation, in accordance with the contract.						
Weight - 20%							
2.0	Communication	+	-	SU	n/a	Score	Comments
i.	The Contractor prepares and distributes accurate meeting minutes within 48 hours of meetings.						
ii.	The Contractor provides clear and comprehensive progress updates, based on the timelines in the contract, without the PM having to follow-up more than twice.						
iii.	The Contractor fosters collaborative engagements with the stakeholders, consultant and PMSP and takes a positive approach to resolving conflict.						
iv.	The Contractor treated all project stakeholders with fairness, kindness and respect, as per the contract and IO's Procurement Policy.						
v.	The Contractor provides their input and identifies risks/opportunities that could impact the project delivery and provides appropriate mitigation strategies.						
vi.	The Contractor is responsive and reliably follows up on agreed upon action items, decisions and commitments, without the PM having to follow up multiple times.						
Weight - 30%							
3.0	Schedule & Cost Management	+	-	SU	n/a	Score	Comments
i.	The Contractor commenced Services immediately following award and provides deliverables requested at award within the identified timelines.						
ii.	Provision of a schedule, that meets the project milestones, within the timelines outlined in the contract and prepared with the appropriate level of detail, as per the requirements in the contract.						
iii.	The Contractor provided regular schedule updates, in the frequency identified in, the contract, maintaining comparison to baseline schedule.						
iv.	The Contractor's issue identification and mitigation was effective with no delays to the project schedule that were attributable to the Contractor.						
v.	The Contractor provides shop drawings schedule for all required submittals/samples for Client and Consultant approval within 10 days of contract award and meets the submission timelines approved within.						
vi.	The Contractor maintained project milestones and provided recovery plans for any delays that were attributable to the Contractor to critical path activities. Recovery plans were submitted within 5 days of identification of delay.						
vii.	The Contractor provided notification for tests, inspections and approvals per the timelines identified at Construction Kickoff Meeting.						

viii.	The Contractor's pricing for change orders were submitted in the agreed upon timeline.						
ix.	The Contractor paid subtrades, in accordance with the Construction Act, where no notification of non-payment from sub-contractors and suppliers were received.						
Weight - 15%							
4.0	Close out	+	-	SU	n/a	Score	Comments
i.	Did the Contractor achieve Ready for Takeover by the contracted date? Note: for scoring yes = + no = SU						
ii.	The Contractor published a copy of the Substantial Performance Certificate per timeline in the contract.						
iii.	The Contractor completed all deficiencies and met Total Completion within 60 days from Substantial Performance.						
iv.	The Contractor submitted their final invoice within 60 days from the date of Substantial Performance.						
v.	The Contractor provided timely, accurate and complete documentation to the consultant to support its application for Substantial Performance & Ready for Takeover, in accordance with the contract.						
vi.	The Contractor is able to manage the commissioning process as per the approved commissioning plan.						
Weight - 15%							
5.0	Health and Safety	+	-	SU	n/a	Score	Comments
i.	Were any notices or orders received from the Ministry of Labour regarding Health and Safety concerns? Note: for scoring yes = SU no = +						
ii.	If yes, the Contractor immediately informed the PM and resolved the orders by the due date, providing evidence to the PM.						
iii.	Were there any health and safety or other relevant incidents, per IO HSSE Incident Communication Process requirements? Note: for scoring yes = SU no = +						
iv.	If yes above, the Contractor informed the PM immediately and addressed the incident and submitted required documentation in accordance with the contract.						
v.	The Contractor maintained the job site cleanliness, in a safe and tidy condition as per the requirements in the contract.						
Overall Vendor Performance Score						0	

Appendix D – Scorecard Guide

1. Introduction

- 1.1. This Scorecard Guide has been developed to support both Vendors and Project Managers through the Program scoring process and evaluation decisions. It is to be read in conjunction with other sections of this Program Manual.

2. Infraction Reports

- 2.1. IRs directly impact the maximum score that can be achieved on the Scorecard.
 - 2.1.1. In the event the Vendor has been issued an IR during the evaluation period, the maximum score that can be achieved is 3.
 - 2.1.2. Further, if multiple IRs have been issued during the evaluation period, or if an IR was issued during a previous evaluation period and was not resolved in accordance with Section 17 of this Program Manual, the maximum score that can be achieved is 1.

3. Key Performance Indicators

- 3.1. KPIs are the set of measures used during performance evaluations and throughout the contract lifecycle. KPIs fall under the following performance categories for Vendors:
 - 3.1.1. Contractors: Contract Compliance, Cost Control, Communication, Schedule, General Management, Closeout and Health and Safety.
 - 3.1.2. Consultants: Contract Compliance, Cost Management, Schedule, General Management, Design, Construction, Closeout and Value for Money.
- 3.2. Vendor performance is rated for each KPI according to the following criteria:
 - succeeds +:** The Vendor met or exceeded performance expectations consistently and with no need for improvement noted.
 - succeeds -:** The Vendor did not always meet performance expectations. Some minor errors or shortcomings that could be improved upon were noted.
 - significant underperformance:** The Vendor did not consistently meet minimum performance expectations. There were repeated deficiencies noted which had a considerable impact on overall contractual outcomes, requiring significant effort to address.
- 3.3. Ratings of “succeeds -” or “significant underperformance” should be accompanied by comments citing specific examples where the metric was not met and substantiated by backup documents.

4. Vendor Performance Score

- 4.1. A score from 1-5 is assigned to each category based on achievement of KPIs in the corresponding performance category. A general definition of the scores is as follows:
 - 5 – Exceptional:** Vendor performance greatly exceeds the expected performance
 - 4 – Surpassed:** Vendor performance exceeds the expected performance
 - 3 – Achieved:** Vendor performance meets the expected performance
 - 2 – Moderate improvement needed:** Vendor performance is below the expected performance
 - 1 – Significant improvement needed:** Vendor performance is significantly below the expected performance
- 4.2. These scores are achieved using the Scoring Guide in Table 1 below.

TABLE 1

Score	Scoring guide
5 Exceptional	Succeeds + across all applicable indicators
4 Surpassed	Succeeds - across only 1 indicator and no significant underperformance against any indicators

TABLE 1

Score	Scoring guide
3 Achieved	Succeeds - across only 2 indicators and no significant underperformance against any indicators
2 Moderate improvements needed	Succeeds - across 3 indicators and no significant underperformance against any indicators
1 Significant improvement needed	Succeeds - across 4 or more indicators or significant underperformance against 1 or more indicators

Appendix E – Infraction Report Template

Appendix F – Deficiency Notification Sample



NEED HELP: (800) 964-6379 /
(613) 727-4900 (LOCAL)

HOM

Ginette Levac,

Ginette's Buyer Organization has published the deficiency D2 in relation to the following project:

Project :	Road Repair
Project Number :	03-31
Project Owner :	Ginette Levac
Deficiency's Subject :	Timeliness
Deficiency's Severity :	Minor

Please note that you have until 11:59:59 PM EDT on 2025/04/18 to review this deficiency. If no action is taken by then, it will automatically be marked as reviewed.

If you wish to obtain complete information about this deficiency, please [click here](#).

You are receiving this email because you have been identified as the project contact by the buying organization.

If you need assistance, please call MERX's Support Department at (800) 964-6379. Service hours are Monday to Friday from 7:00 AM to 8:00 PM EST.

Kind Regards,

MERX Support Department

merx@merx.com

Appendix G – Deficiency Sample

Deficiency Details



Deficiency

Vendor Review

History

Road Repair

03-31

D1

Supplier
MERX Networks Inc.

Supplier Project Contact
Ginette Levac (preferred language: English)

Status
Draft

Timeliness

Minor ▼

2023/07/03

B I U S | ≡ ≡ ≡ ≡ | ≡ ≡ | < ≡ > ≡ ↗

Vendor is late on project. Need to increase speed.

2023/07/21

B I U S ≡ ≡ ≡ ≡ :: ¶ < > ↗

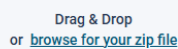
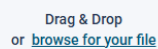
Must be faster.

B I U S | ≡ ≡ ≡ ≡ | ≡ ≡ | < ≡ > ≡ ↗

Vendor score impact.

Status

Pending



File	Size	Uploaded Date	Processing Status
No files uploaded.			

Save & Quit