

Head Office

One Dundas Street West
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Siège de direction

1, rue Dundas Ouest
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[Date]

[Company Name]
[Street Address]
[City, Province Postal Code]

Attention: [Recipient Name]

delivered via email

Re: IO Vendor Performance Program – Scorecard for [Company Name] (the “**Company**”)

Dear [Recipient Name]:

In March 2020, Infrastructure Ontario updated its vendor past performance program (the “**Vendor Performance Program**”, or “**Program**”). This Program superseded past versions and applies to both Public-Private Partnership (“P3”) and Design-Bid Build (“DBB”) projects. In September 2020, the Program was updated once more. This update extends Program application to those vendors providing Security Consulting services as well as those operating as Service Providers on P3 Projects within the Maintenance Phase.

Unless otherwise explicitly defined herein, all capitalized terms herein have the definitions given to them in the Program. A copy of the Program can be found [here](#).

The Vendor Performance Program’s goals are to ensure the public interest is maintained by monitoring, tracking and holding vendors accountable for performance Infractions during the construction phase of a project. We will apply performance data in a fair and transparent manner to vendors’ participation in future PMSP Procurement Processes.

You are receiving this Monthly Report because your Company is an active VPP Participant who satisfies the conditions for such receipt pursuant to Appendix F of the Program. In accordance with the Program, your Company has been assessed against specific contract criteria, each of which constitute a discrete performance Infraction. Below you will find the Company’s aggregated performance record.

As of [Date 1: Month Day, Year], and per the reporting conditions outlined within Appendix F of the Program, the total number of Infractions accumulated and recorded on projects preceding [Date 1: Month Day, Year] in which the Company has participated as an Architect, Engineer, Interior Designer, or Security Consultant is THREE (3) infractions.

A detailed summary of the performance criteria and the Company’s Infraction record with respect to all Ongoing Contracts is shown in Appendix A to this letter. If you believe there is an administrative error regarding the tabulation of performance infractions please contact vpp@infrastructureontario.ca. Any dispute in respect of an administrative or clerical error shall be resolved only with respect to such error. In all other circumstances for the purposes of this program, the recording of Infractions and application of Deductions against the Company is not eligible for dispute.

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As a result of the Company's Infraction record, to the extent that the Company seeks award of a Contract under a PMSP Procurement Process, IO's Project Manager Service Providers will automatically deduct, from any Company PMSP Procurement Process Submission submitted and received between [Date 2: Month Day, Year] and [Date 3: Month Day, Year [NTD: Dates 2 and 3 shall be the beginning and end of the next month in which Date 1 occurs] inclusive, the following number of points:

- [Y]% for a PMSP Procurement Process for Architectural, Interior Design, or Engineering services
- [Z]% for a PMSP Procurement Process for Security Consulting services

Infractions will be reviewed and updated by Infrastructure Ontario on a monthly basis. All Deductions will be applied using a rolling twenty-four (24) months of Infraction data. Point Deductions will be applied in accordance with the calibration table as disclosed in Appendix B. The calibration table in Appendix B has been developed using a data-driven statistical model which was built using scoring data from all relevant Second-Stage Requests since 2019. Further questions regarding the mathematical inputs that contributed to the calibration model can be directed by email to: ypp@infrastructureontario.ca.

More information regarding the purpose, objectives, design, methodology and administration of the Vendor Performance Program is available [here](#).

Yours truly,

[SIGNED]

SVP, Procurement
Infrastructure Ontario

APPENDIX A – Detailed Company Infraction Record as of [Date 1: Month Day, Year]

Infraction Criteria	Project A	Project B	Project C
1. The Vendor has failed to report matters of a materially significant nature.			
2. Vendor personnel were not made available to perform their agreed upon role.	Date: 2019.9.10 Description: X		
3. Vendor personnel were substituted without obtaining prior written consent of Contracting Authority			
4. The Vendor has failed to provide Record Drawings in a timely manner.		Date: 2019.12.14 Description: X	
5. Contracting Authority has made a direct claim for, or set off of, proceeds from payments due as a result of a Vendor breach of Contract			Date: 2019.11.01 Description: X
6. The Vendor has failed to adhere to the security protocols necessary to perform the work.			
7. The Vendor has failed to provide Contract deliverables in a timely manner.			
8. Contracting Authority has rejected Contract deliverables on qualitative grounds.			

Infraction Criteria	Project A	Project B	Project C
9. The Vendor has spent cash allowances prior to Contracting Authority's approval.			
10. The Vendor has undertaken Additional Services and/or revised the required services prior to Contracting Authority's approval.			
TOTAL COUNT OF INFRACTIONS	3		

Infraction Criteria Reference	Architects and Interior Design Firm Annotations	Engineering Consultant Annotations	Security Consultants
All	Any Contracting Authority exercise of rights will occur under, and in accordance with, the governing Contract.		
Criterion No. 1	a. Material significance shall be defined as those defects, deficiencies, errors, and/or omissions in the Work which, if left unremedied, would result in a failure to achieve Substantial Performance of the Work within the Contract Time.	See Annotation No. 1 for Architects and Interior Designers	See Annotation No. 1 for Architects and Interior Designers
Criterion No. 2	a. Death, injury, departure, dismissal, or other removal of Vendor personnel shall not automatically result in an Infraction.	See Annotation No. 2 for Architects and Interior Designers	See Annotation No. 2 for Architects and Interior Designers
Criterion No. 3	See Annotation No. 2 for Architects and Interior Designers	See Annotation No. 2 for Architects and Interior Designers	See Annotation No. 2 for Architects and Interior Designers
Criterion No. 4	a. Vendors may only receive one Infraction under this criterion per Contract. b. An Infraction will be assessed if more than twenty (20) calendar days elapse between the Vendor's receipt of as-built drawings and the delivery of Record Drawings to Contracting Authority.	See Annotation No. 4(a) and 4(b) for Architects and Interior Designers	See Annotation No. 4(a) and 4(b) for Architects and Interior Designers

Infraction Criteria Reference	Architects and Interior Design Firm Annotations	Engineering Consultant Annotations	Security Consultants
Criterion No. 5	<ul style="list-style-type: none"> a. An Infraction will be assessed if the claim or set-off amount exceeds \$50,000 or 8% of the Contract Price, whichever is less. b. If the claim or set-off relates to Contracting Authority's exercise of indemnification rights, no Infraction will be assessed pursuant to this criterion. 	See Annotation No. 5(a) and 5(b) for Architects and Interior Designers	See Annotation No. 5(a) and 5(b) for Architects and Interior Designers
Criterion No. 6	<ul style="list-style-type: none"> a. No Infraction shall be recorded as a result of an individual being denied security clearance. b. No Infraction shall be recorded for access required for the Vendor's participation in the SSR Process. 	See Annotation No. 6(a) and 6(b) for Architects and Interior Designers	See Annotation No. 6(a) and 6(b) for Architects and Interior Designers
Criterion No. 7	<ul style="list-style-type: none"> a. An Infraction will be assessed if the deliverable is not received by Contracting Authority within ten (10) Working Days of its deadline per the Design Schedule, or equivalent. b. Vendors may only receive one Infraction per deliverable pursuant to this criterion. c. No Infraction shall be recorded as a result of the late delivery of Record Drawings. 	See Annotation No. 7(a) and 7(b) for Architects and Interior Designers	See Annotation No. 7(a) and 7(b) for Architects and Interior Designers

Infraction Criteria Reference	Architects and Interior Design Firm Annotations	Engineering Consultant Annotations	Security Consultants
Criterion No. 8	a. Vendors may only receive one Infraction per deliverable pursuant to this criterion.	See Annotation No. 8 for Architects and Interior Designers	See Annotation No. 8 for Architects and Interior Designers
Criterion No. 9	None.	None.	None.
Criterion No. 10	None.	None.	None.

APPENDIX B – Point Calibration Deduction Table Effective May 4, 2021

Service Category	Architectural Services and Interior Design Firms		Engineering Consultants		Security Consultants	
Technical Points or Equivalent	Range:	40	Range:	40	Range: 50	
Number of Infractions	Deduction from Company's Submissions					
1	1.0%	0.4	1.0%	0.4	1.0%	0.50
2	1.8%	0.7	1.8%	0.7	1.8%	0.91
3	3.5%	1.4	3.5%	1.4	3.5%	1.74
4	6.0%	2.4	6.0%	2.4	6.0%	2.98
5	12.7%	5.1	12.7%	5.1	10.1%	5.05
6	15.4%	6.2	15.4%	6.2	11.2%	5.59
7	20.9%	8.4	20.9%	8.4	13.3%	6.67
8	33.2%	13.3	33.2%	13.3	16.6%	8.29
9	1.0%	0.4	1.0%	0.4	1.0%	0.50
10 or more	1.8%	0.7	1.8%	0.7	1.8%	0.91