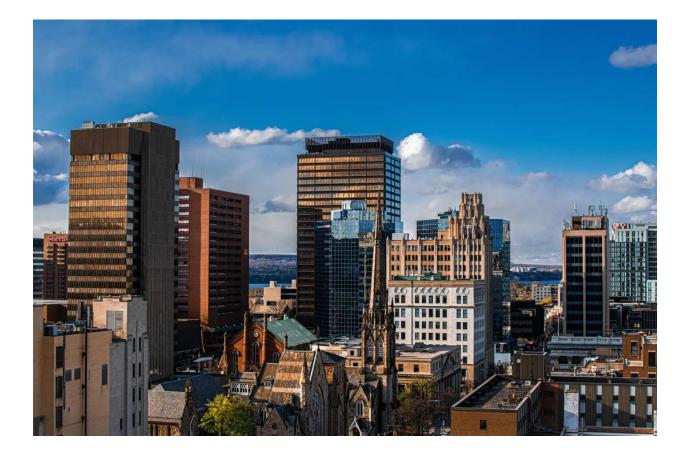


City of Hamilton

Vendor Performance Management Program Information for Vendors



Version: June 9, 2025



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1. Introduction

The City of Hamilton Vendor Performance Management Program (VPMP) is a tool to assess Vendor performance objectively, fairly, and consistently. The results of the Vendor Performance Management Program will be considered and used to inform future Contract awards across the City.

2. Guiding Principles of the VPMP

- 1) Transparency:
 - a) Information regarding the Vendor Performance Management Program will be clearly communicated to Vendors. Details on the Vendor Performance Management Program area available at: <u>https://www.hamilton.ca/build-investgrow/buying-selling-city/bids-and-tenders/vendor-information</u>
 - b) The City will inform Vendors:
 - that their performance will be evaluated throughout the Contract;
 - how and when their performance will be evaluated; and
 - the results of the performance evaluation.
- 2) Fairness:
 - a. The City will provide objective, unbiased, factually accurate, evidence based and fair evaluations.
 - b. Performance evaluations will be based on the terms and conditions stated in the Contract, and industry accepted performance standards.
 - c. Vendors may appeal their performance evaluation.
- 3) Consistency
 - a. The City will use a standardized approach to Vendor performance evaluations to help ensure that Vendor performance is evaluated in a consistent manner.

3. Definitions

Refer to Appendix "A".

4. Application of the VPMP

The Vendor Performance Management Program applies to all City of Hamilton Contracts with an estimated total value of \geq \$100,000. If a Contract has optional extensions, the total value of the Contract is based on the estimated value of the initial term plus the estimated total value of all optional terms. The Director of Procurement may grant an exemption from the Vendor Performance Management Program for Contracts deemed to be of very low risk (for example, contracts for utilities and software), and Policy 10, Emergency Procurements. Subcontractors will not be evaluated.



5. Schedule of Performance Evaluations

Vendor performance evaluations will occur as per the following schedule:

Interim Evaluations

- Interim evaluations will be scheduled at six-month intervals throughout the term of the Contract.
- Contracts with an estimated duration of between eight months and one year will have an Interim Evaluation scheduled at the six- month point of the Contract.
- Contracts with an estimated duration of less than eight months do not require an Interim Evaluation.
- The first assessment period begins at the time of Contract award through to the date of the first Interim Evaluation. Subsequent Interim Evaluations will be based on performance between the date of the previous performance evaluation and the date of the current performance evaluation. Scores and comments will reflect the Vendor's performance during that specific assessment period.
- Interim Evaluations will not be scheduled within 60 days of a Final Evaluation.

Final Evaluation

- The Final Evaluation will occur at the completion of the Contract.
- Scores and comments will reflect overall performance from Contract award to Contract completion.
- On Contracts where the City has the option to renew the Contract for an additional term a Final Evaluation will occur at the end of every term.

Additional Interim Evaluations

The Project Lead has the option to schedule additional Interim Evaluations.

Additional Interim Evaluations may be scheduled to align with key deliverables in the project. For example, on Prime Consulting Contracts the Project Lead may request an Interim Evaluation to align with the date the final tender package is completed.

An Interim Evaluation may be requested for a project with an expected duration of less than 8 months.

On Contracts, such as snow plowing and grass cutting, the Project Lead may wish to evaluate performance on a more frequent basis.

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6. Performance Evaluation Forms

Vendors will be evaluated using one of the following performance evaluation forms:

- General Contractor performance evaluation form.
- Prime Consultant performance evaluation form.
- Consultant performance evaluation form.
- Goods provider performance evaluation form.
- Service provider performance evaluation form.

The questions on the performance evaluation forms are categorized by various criterions. Typical criterions include Safety, Management, Quality, and Schedule. Each criterion contains one or two questions related to Vendor performance.

Vendors can view the evaluation forms by clicking the following link: <u>https://www.hamilton.ca/build-invest-grow/buying-selling-city/bids-and-tenders/vendor-information</u>

<u>Notes</u>

There is a "Total Bonus Points" section on the performance evaluation form. This section is not used by the City. This section will always read 0.

The project completion date is identified as the "Substantial Performance Date". The term "Substantial Performance Date" is hard coded into the software and can not be modified. Consider "Substantial Performance Date" and the date scheduled for project completion to have the same meaning.

7. The General Standard

The General Standard is considered the level of performance associated with an experienced, reasonably prudent, diligent, and skilled Vendor. Therefore, in performing its services and obligations under the Contract Vendors are required to:

- (a) Exercise the standard of care, skill, and diligence that an experienced, reasonably prudent, diligent, and skilled Vendor would provide on a properly executed project of similar size, scope, and complexity; and
- (b) Comply with each of the terms and conditions noted in the Contract,

8. Reasonable Expectations

The City will evaluate performance against the General Standard based on the City's reasonable expectations related to the execution of the Contract. Therefore, at the City's sole discretion, minor occurrences of noncompliance with respect to the terms



and conditions may be considered in line with the City's reasonable expectations provided that:

- a) Issues encountered are minor and typical of issues encountered on a project of similar size, scope, and complexity.
- b) The Vendor addresses any instance of noncompliance promptly and effectively to ensure full compliance with the contractual terms and conditions.
- c) Issues that occurred did not require formal escalation or multiple follow ups to be effectively resolved.
- d) The number of issues encountered were reasonable and typical of what the City would expect to encounter on a project of this size, scope, and complexity.
- e) The issue did not put the City, the project, or people at risk.
- f) Issues are not recurring.
- g) There is general conformity and compliance with the terms and conditions of the Contract.
- h) The Vendor communicates promptly, effectively, and wherever possible proactively, with the Project Lead with respect to the identification and resolution of issues.
- i) Schedules and completion dates are strictly adhered to.
- j) The Vendor complies with industry accepted performance standards (if they do not conflict with the Contract terms and conditions).

9. Scoring Vendor Performance

Each question on the performance evaluation form will be scored using a 4-point scoring matrix where:

- A score of 3 is assigned when performance exceeds the General Standard.
- A score of 2 is assigned when performance meets the General Standard and is in alignment with the Project Lead's reasonable expectations.
- A score of 1 is assigned when performance is below the General Standard. In most cases, a Vendor that scores a 1 will have received communications regarding the issue(s) leading to that score.
- A score of 0 is assigned when performance is well below the General Standard. A score of 0 typically indicates that a notable issue occurred or, that there are recurring issues, or the City identified an issue that was not effectively resolved.
- Not Applicable. In some cases, the Vendor may receive a score of "not applicable." For example, on a construction project, a question with respect to meeting the Page | 6
 VPMP: Vendor Information Document

Hamilton

substantial performance date will be rated as "not applicable" during the initial phases of the project. Questions that are scored "not applicable" will not be used to calculate the Performance Rating.

10. Supporting Rationale

Scores of 0,1 and 3 will include rationale to support the score assigned. Supporting rationale will include pertinent information to support the scores assigned. Supporting rationale may include relevant documentation such as:

- An Incident Reporting Form.
- Minutes of meetings.
- Email correspondence.
- A summary of conversations that occurred regarding the issue.
- Relevant documents including but not limited to, reports, letters, notices, change orders, invoices, etcetera.

A score of 2 does not typically require detailed supporting rationale.

11. Determining the Performance Rating

The score from each question will be used to calculate the Performance Rating of the Vendor. The Performance Rating will be determined by the percentage of points achieved by the Vendor in each criterion and the criterion weight specified on the performance evaluation form. The score will be rounded to one decimal point. Rounding will be based on the following process. If the hundredths digit is 5 or greater, add 1 to the tenths digit. If the hundredths digit is less than 5, keep the tenths digit the same.

Based on this calculation the Vendor will receive one of the following Performance Ratings:

٠	Good	Score of	75.0% to 100%
٠	Satisfactory	Score of	59.0% to 74.9%
٠	Marginal	Score of	51.0% to 58.9%
٠	Unsatisfactory	Score of	0% to 50.9%

Regardless of a Vendor's score, the Performance Rating may be adjusted downward by the Project Lead if a Vendor's action results in critical incident or major violation. See Section 14, <u>Critical Incidents and Major Violations</u> for further details.

12. Process for Vendor to Review a Performance Evaluation

When a performance evaluation is ready for review the Vendor will receive an emailfrom noreply@bidsandtenders.caPage | 7VPMP: Vendor Information Document



Evaluation and note the Contract number and name. The email will be sent to the Vendor email address that is on file in their bids&tenders profile. If there is more than one email address in the Vendors bids&tenders profile the Procurement Specialist will select the email address, they feel is most appropriate. If a Vendor wishes the performance evaluation to be sent to a specific email address in their bids&tenders profile, they must notify the Procurement Specialist. The name of the Procurement Specialist is noted in the bid document and award letter.

The body of the email will state, "This notification is to inform you that City of Hamilton has sent you a Performance Evaluation for the contract listed below that you have been the contractor on. Please review the completed evaluation form." There will be a description of the Contract and a link to the performance evaluation for that specific project. The link will begin with the following characters:

https://hamilton.bidsandtenders.ca/Module/Tenders/en/Performance/Evaluation.

Clicking on the link will take the Vendor to the appropriate performance evaluation. The Vendor will be able to review the performance evaluation and any attachments related to the performance evaluation. On some internet browsers Vendors may have to cut and paste the link into the internet browser to access the performance evaluation.

The link will remain accessible to the Vendor for a period of 15 days from the date the email was sent to the Vendor. The link expires and will not provide access to the performance evaluation after 15 days.

13. Process for Vendor to Provide Feedback and Request an Appeal

Vendor Feedback on the Performance Evaluation

For each question on the performance evaluation there is a space provided for the Vendor to comment. The Vendor may also add general comments in the space provided near the bottom of the evaluation form. In addition to commenting the Vendor may also attach relevant documents. All comments and attachments will be shared with the Project Lead's Manager.

Appealing the Performance Evaluation

If the Vendor has received a Performance Rating of Marginal, Unsatisfactory, or Satisfactory, they have the option to appeal the results by clicking on the appropriate box on the performance evaluation (as illustrated below).



If the Vendor clicks on the button, two comment boxes will appear. In these boxes the Vendor must provide the following information:

- The specific score(s) and comment(s) the Vendor wishes to appeal along with the reasons for the appeal.
- Evidence to support the Vendor's position. The Vendor may include any relevant documents as attachments.
- Details on the specific outcome requested.

Vendors must be specific with respect to the item(s) they wish to appeal. The City will not address or respond to items that were not identified and submitted by the Vendor as part of the appeal request.

The Vendor will select their desired method for follow up from the pop-up menu that will appear. Follow up may occur via email communication or an in-person meeting. If the Vendor would like to meet virtually, they would select the in-person meeting option and note, in the comment section, that they would like a virtual meeting. Click on the *"Save"* button to confirm your appeal information. When fully complete, click on the *"Save and Submit"* button to submit your appeal notification to the City.

<u>Appendix "C"</u> contains a screen shot of the appeal section of the evaluation form and additional details on how to submit an appeal.

Submitting the Performance Evaluation without an Appeal Request

After reviewing the performance evaluation, providing any comments, and attaching any relevant documents (comments and attachments are optional). the Vendor will "click" the "Save and Submit" button which will automatically finalize the performance evaluation and route it to the City. Vendors must ensure all comments and documents they wish to include are provided/attached prior to clicking on the "Save and Submit" button.

Vendor Does Not Respond

If a Vendor does not click on the *"Save and Submit"* button within the 15-day period, they will be deemed to have accepted the contents of the performance evaluation as received.

"Save" and "Save and Submit" Options

If the Vendor begins the review and comment process and wishes to finalize their review and comments later, they may click on the *"Save"* button. Clicking the *"Save"* button will save any data entered by the Vendor but will not finalize the performance evaluation. Within 15 days from the date the email was sent, the Vendor can return to complete their comments and review by opening the original email and clicking on the link.

Clicking on the *"Save and Submit"* option finalizes the Vendor's response and automatically and immediately routes the performance evaluation back to the City.



For Clarity

- a) The only way for a Vendor to initiate the appeal process is through the bids&tenders electronic performance evaluation form. Requests for an appeal that are received in person, through email or, any other method will not be considered.
- b) The Vendor can return to complete their comments and review by opening the original email and clicking on the link. As noted, this link is only accessible for a period of 15 days from the day the email was sent.
- c) If the Vendor does not click *"Save and Submit"* button within the 15-day period, they will be deemed to have accepted the contents of the performance evaluation.

14. The Appeal Process

<u>Step 1</u>

The Vendor Relations Specialist and the Project Lead will meet with the Vendor to review appeal requests. The Project Lead's Manager and relevant consultants may also be in attendance. If the Project Lead and Vendor come to an agreement and the appeal is no longer required, the appeal request will be canceled, and the matter will be considered resolved. Any updates required to the performance evaluation under appeal will be performed by the City and distributed to the Vendor.

<u>Step 2</u>

If the parties do not come to an agreement in step 1, the Vendor Relations Specialist and the Director of Procurement will determine if there is merit to the Vendor's appeal request. The request for an appeal may be denied if the request for appeal is found to be without merit. If the appeal request is denied, the Vendor Relations Specialist will advise the Vendor of this decision via email.

<u>Step 3</u>

Where the Director of Procurement and Vendor Relations specialist have determined that the request for appeal has merit, the appeal will be heard by City staff. A team of City staff will be formed to review the appeal request. The team may consist of a representative from the City's Legal Services team, the Director of Procurement (or designate), the Vendor Relations Specialist (or designate) and a General Manager (or designate) from a division not involved with the Contract under appeal. Additional City staff may be added where required. The team hearing the Vendor appeal is referred to as the Vendor Performance Committee.

In making their decision to uphold or update the performance evaluation, the Vendor Performance Committee may take into consideration any arguments and relevant supporting documentation submitted by the Vendor at the time the Vendor electronically submitted their appeal request. For clarity, the Vendor Performance



Committee will not consider information that was not submitted electronically with the appeal request.

The Vendor Performance Committee may also consider any arguments and relevant supporting documentation provided by the Project Lead and/or the Project Lead's Manager.

The decision of the Vendor Performance Committee is final and is not appealable.

Vendor Request for the Appeal be Addressed via Email Communication

Where the matter is referred to the Vendor Performance Committee. If the Vendor requested email communication, the City will make reasonable efforts to provide an email response within 28 days.

Vendor Request for an In Person Meeting to Address the Appeal

Where the matter is referred to the Vendor Performance Committee. The Vendor Relations Specialist will arrange for a meeting between the Vendor and the Vendor Performance Committee. Reasonable efforts will be made to schedule the meeting within 28 days of the appeal request. The Vendor may have up to three employees attend the meeting. At the meeting, the Vendor will be provided the opportunity to discuss the information provided at the time they contested the results of the performance evaluation.

After the meeting, the Vendor Performance Committee will make a final decision to uphold or update the performance evaluation. Reasonable effort shall be made to notify the Vendor of the final decision within 15 days of the meeting.

15. Critical Incidents and Major Violations

If a critical incident or major violation is suspected, the City will typically complete an Incident Reporting Form to capture the details surrounding the issue.

When a critical incident or major violation occurs, the Performance Rating on the next Interim Evaluation and the Performance Rating on the Final Evaluation will be heavily impacted by the critical incident / major violation. At the sole discretion of the City, the Vendor may receive a Performance Rating of Marginal or Unsatisfactory regardless of their performance related to other criterions.

A list containing examples of critical incidents and major violations is provided in <u>Appendix "B"</u>.

16. Deferral / Cancellation of Vendor Evaluations

In the event a Contract is suspended through no fault of the Vendor, performance evaluations will be deferred until the project resumes.

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In the event a Contract is terminated through no fault of the Vendor, the Project Lead at their sole discretion, may complete a Final Evaluation.

In the event a Contract is terminated due to a Vendor's actions, no further Interim Evaluations will be conducted. The Project Lead will submit a Final Evaluation with a score of 0 for the question(s) related to the issues leading to the termination. To ensure a Performance Rating of Unsatisfactory, all other questions will be scored as "not applicable." This Final Evaluation is not appealable by the Vendor.

17. Performance Evaluation of the Warranty Period

Construction Contracts

There will a performance evaluation with respect to execution of the terms and conditions related to the warranty.

Non-Construction Contracts

A performance evaluation with respect to execution of the terms and conditions related to the warranty may occur at the sole discretion of the City.

Timing of the Warranty Evaluation

The Warranty Evaluation will be scheduled within 21 days of the warranty expiry date. For construction contracts the Warranty Evaluation will occur at the conclusion of the standard one or two-year warranty period noted in the Contract.

Scoring a Warranty Evaluation

On a Warranty Evaluation, the only Performance Ratings available are Satisfactory or Unsatisfactory. A Performance Rating of Unsatisfactory is appealable.

Modifying a Warranty Evaluation

In construction contracts, some goods and services are covered by a warranty that extends beyond the standard one or two-year warranty period. If issues after the standard warranty period, the Warranty Evaluation and Final Evaluation may be revised.

For construction and non-construction contacts, issues that occur outside of the warranty period may result in a revision to the Warranty Evaluation and Final Evaluation.

Vendors will be notified of any changes to their performance evaluation.

18. Updating a Final Evaluation

The Project Lead may update a completed Final Evaluation. Examples of when a Final Evaluation would be updated include (but are not limited to):

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- discovery of design errors and omissions;
- resolution of claims; and
- issues that arose after project completion, including warranty issues.

The Vendor will have the opportunity appeal an updated Final Evaluation. An updated Final Evaluation will not impact the retention period for that Performance Rating.

19. Retention Period

Performance Ratings will be retained for a period of 7 years. The 7-year period will begin the day the Vendor is emailed a Final Evaluation. An appeal will not change the start date of the retention period. Final Evaluations retained by the City will be considered and used to inform future Contract awards from the City.

20. Joint Partnerships, Joint Vendors, Acquisitions and Amalgamations

A partnership or joint venture's performance will be evaluated as if it were a single Vendor with one Performance Rating assigned for the Contract. The Performance Rating assigned to a partnership or joint venture will also be applied as the Performance Rating for each of the individual companies of the partnership or joint venture.

21. Performance Reviews on Existing Contracts

Vendor performance on Contracts executed prior to the launch of the Vendor Performance Management Program may be evaluated in alignment with the Vendor Performance Management Program.

22. Incident Reporting Form

The City will continue to identify notable and recurring Vendor performance issues by sending the Vendor an Incident Reporting Form. When an Incident Reporting Form has been completed the Vendor should expect to receive a score of 0 or 1 on the next Interim Evaluation for the question(s) related to the issue(s) identified.

If the Vendor does not effectively address the issue(s) noted on the Incident Reporting Form, the Vendor should expect to receive a score of 0 on the next Interim Evaluation for the question(s) related to the issue(s) identified. Depending on the timing of the issue and effectiveness of the rectification plan, a score of 0 may also be applied on subsequent Interim Evaluations.

When an Incident Reporting Form has been completed, the issue(s) identified on the Incident Reporting Form will be considered when completing the Final Evaluation.

Refer to the City of Hamilton Procurement Policy By-law for complete details on the Incident Reporting Form.

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23. Impact of Performance Rating(s) on Future Contract Awards

In 2026 the City will use a Vendor's Performance Rating(s) as part of the City's evaluation process to award Contracts. This includes the evaluation and award process related to, a request for proposals, the prequalification process, invitations to quote, the tender process and other City procurements. Performance Ratings of Unsatisfactory and/or Marginal will have a negative effect on that Vendor during the evaluation and award process. Details will be shared prior to implementing these procedures.



Appendix "A" Definitions

City	means the City of Hamilton.
Consultant	means a person, organization, or company with whom City of Hamilton enters into a Contract to perform required professional services.
Contract	means a legal agreement between the City and a Vendor, usually written, or a City purchase order.
Final Evaluation	means a Vendor performance evaluation that occurs at the end of the Contract.
General Contractor	means a provider of construction work.
General Standard	means the level of performance associated with an experienced, reasonably prudent, diligent, and skilled Vendor.
Interim Evaluation	means Vendor performance evaluation(s) that occur during the execution of the Contract.
Performance Rating	means the evaluation rating based on the Final Evaluation, Interim Evaluation or Warranty Evaluation. A Final Evaluation and Interim Evaluation will result in a Performance Rating of either: Good, Satisfactory, Marginal, or Unsatisfactory. A Warranty Evaluation will result in a rating of either Satisfactory or Unsatisfactory.
Prime Consultant	means a provider of engineering and architectural services.
Procurement Policy	means the City's Procurement Policy.
Procurement Specialist	means a person in the Procurement Division.
Project Lead	means the person designated by the City to manage the Contract and oversee Vendor performance on the Contract.
Project Lead's Manager	means the person designated by the City to manage the Project Lead.

Goods	means any item of tangible item or computer software.
Services	means a service of any description.
Vendor	means a person, organization, or company with whom City of Hamilton enters into a Contract to provide Goods or Services. For clarity this also includes Consultants, Prime Contractors, and General Contractors.
Vendor Relations Specialist	means the person designated by the City to administer the Vendor Performance Management Program.
Warranty Evaluation	means a performance evaluation that occurs to evaluate Vendor performance related to the warranty period noted in the Contract.



Appendix "B" Examples of Critical Incidents and Major Violations

Examples of Critical Incidents

- 1. The City terminated the Vendor's right to continue with the Work in whole or in part.
- 2. The Vendor abandoned the Work.
- 3. The Vendor's performance security enforced against and/or drawn upon.
- 4. Other as determined by the City.

Critical incidents typically result in a Performance Rating of Unsatisfactory.

Examples of Major Violations

- 1. The Vendor failed to correct a default provided to the Vendor via a notice in writing.
- 2. The work was suspended by; a consultant, the City, a court, or other public authority, because of an act or fault of the Vendor or of anyone directly or indirectly employed or engaged by the Vendor.
- 3. Pursuant to its legislative or regulatory power, a governmental authority issued an order to the Vendor which resulted in a follow-on notice of violation, fine, or other disciplinary action against the Vendor as it relates to the work.
- 4. The court or any other form of dispute resolution, including arbitration resolved a dispute in favour of the City.
- 5. The Vendor required to indemnify the City.
- 6. The City requested a written remediation plan and: (a) the Vendor failed to deliver said plan in a timely manner (b) and/or the plan delivered by the Vendor failed to meet the prescribed requirements of such plan.
- 7. The Vendor had reportable incidents to the Ministry of Labor, Training and Skills Development.
- 8. The City made a direct claim for, or set off, proceeds from payments due because of a Vendor breach of Contract.
- 9. Liens applied on the project were determined to be an item that needed to be rectified by the Vendor.
- 10. Warranty issues remained after the warranty period expired.
- 11. In terms of days, the substantial performance date or Contract end date (as amended) was attained 20.0.% or later, based on the Contract time (as



amended) allocated.

- 12. Actions of the Vendor had a negative effect on City funding agreements.
- 13. A Vendor receives more than one performance evaluation with a score of 0 for the same question.
- 14. Other as determined by the City.

Major violations will typically result in a Performance Rating of Marginal or Unsatisfactory regardless of what the Performance Rating would have otherwise been.

Major violations will be evaluated on a case-by-case basis.



Appendix "C" Screen Shot of Performance Evaluation Form

A supplier may appeal their performance evaluation if they received a Rating of Unsatisfactory, Marginal or Satisfactory.

Criteria	Max Score	Current Score	Total Bonus Points	0
Health & Safety	25% (3.00)	16.67% (2.00/3.00)		
Staffing and Administrative Capabilities	10% (9.00)	6.67% (6.00/9.00)	Total Percentage	66.67
Management and Execution of the Work	15% (6.00)	10.00% (4.00/6.00)		
Quality of the Work	15% (6.00)	10.00% (4.00/6.00)	Rating	Satisfactory
Construction Schedule and Project Close Out	35% (3.00)	23.33% (2.00/3.00)		

Note: The City of Hamilton does not use the Total Bonus Points feature.

If a supplier receives a Rating of Unsatisfactory, Marginal or Satisfactory, their evaluation form will have a checkbox, at the bottom of the form, where they can choose to appeal. See below.

I would like to contest the results of this p	erformance evaluation.]+	If the Vendor would like to Appeal their evaualtion they will click into the box	
Evaluation			adding a check mark.	
Maximum Points Available	103.00			
				H Save and Submit

When a supplier checks the box, they will be presented with the "Reason(s) for Appeal" window where they can provide their comments, evidence, document uploads and



request a meeting or email communication. **Reason(s) for Appeal**

State the specific issues	and items you disagree with along with reason	is in support of the appeal	
Provide any evidence vo	ou believe is relevant to the final evaluation and	rating	
		lating	
		rung	,
Attach file		raing	,

What is your desired method for follow up?

 \bigcirc Email communication O In-Person meeting