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Department of Transportation

PERFORMANCE BASED MAINTENANCE CONTRACTING

AUTHORITY:

Sections 20.23(3)(a) and 334.048(3), Florida Statutes (F.S.)

Sections 337.11, 337.168, 337.18, and 339.135, F.S.

REFERENCES:

Road and Bridge Contract Procurement, Topic No. 375-000-001

Maintenance Contract Administration, Inspection and Reporting, Topic No. 375-020-002

Technical Review Committee, Topic No. 600-010-004

Contract Awards Committee, Topic No. 600-010-006

Specification Development, Topic 630-010-001

Specification Package Preparation, Topic 630-010-005

Contractor Field Performance Rating on Maintenance Contracts, Topic No. 850-070-002

Rest Area, Welcome Center and Truck Comfort Station Management, Topic No. 850-045-003

Maintenance Rating Program, Topic No. 850-065-002

Construction Project Administration Manual (CPAM), Topic No. 700-000-000

PURPOSE:

To establish the Florida Department of Transportation's (Department) process for the development, administration, and implementation of Performance Based (PB) maintenance contracts.

SCOPE:

This procedure applies to all offices responsible for developing and administering PB maintenance contracts. All sections of this procedure apply to the three types of PB contracts (as defined in Section 1) unless otherwise indicated.

1. PERFORMANCE BASED (PB) CONTRACT TYPES

1.1 ASSET MAINTENANCE (AM) CONTRACTS

AM is a contracting method whereby the Department contracts with private entities for the total management and performance of the operation and maintenance of transportation facility components of specific roadway corridors or entire geographical areas. Some AM contracts cover all maintenance activities, while other AM contracts are of limited focus and are geared exclusively toward specific activities (rest areas, weigh stations, welcome centers, or structures).

AM contracts are dynamic, meaning that the contract requires compliance with the most current specifications, procedures, manuals, and guidelines as modified throughout the term of the contract. AM contract term options are: a minimum of three years with the renewal option, with renewals not to exceed the original term of three years; or terms greater than three years, up to a maximum of seven years, without the renewal option. Exceptions for terms less than three or more than seven may be requested for consideration during the development of the contract scope. Exceptions require Office of Maintenance (OOM) approval. AM contracts are competitively procured through a best value selection process by utilizing a Request for Proposals (RFP). The RFP furnishes sufficient information to allow proposers to prepare Technical Proposals to accompany their bids. Districts shall use one of the standard RFPs as the basis for the project specific RFP document. Alternative RFP language may be approved by the Office of Maintenance (OOM) when complex or unique situations arise. All RFPs require Office of Maintenance (OOM) review and approval prior to advertisement.

There are three types of AM contracts:

- Corridor contracts focused on a core roadway.
- Geographic contracts with multiple transportation facility types covering entire counties, districts, or defined regional boundaries.
- Limited Focus contracts geared exclusively toward facilities (rest areas, weigh stations, welcome centers) or structures (fixed bridges, movable bridges).

1.2 BEST-VALUE PERFORMANCE (BVP) CONTRACTS

BVP contracts are similar to AM contracts, are for a maximum term of five years, and have reduced physical limits and budgets. BVP contracts are less comprehensive and are more focused on specific activities or types of activities. BVP contracts are procured through the RFP process using either a Scope of Services developed by the district or a specifications package with performance specifications. BVP contracts may or may not be dynamic depending on how the performance specifications are written.

1.3 LOW BID PERFORMANCE (LBP) CONTRACTS

LBP contracts are similar to BVP contracts and are for a maximum term of five years, have reduced physical limits and budgets, and they can be developed with either a Scope of Services or a specifications package with performance specifications. However, LBP contracts are awarded based on low bid, not the RFP process. Refer to ***Road and Bridge Contract Procurement, Topic No. 375-000-001***, and ***Maintenance Contract Administration, Inspection and Reporting, Topic No. 375-020-002***, for the method and process to follow. LBP contracts may or may not be dynamic depending on how the performance specifications are written.

2. DEPARTMENT CONTRACT PERSONNEL

The Department's titles and responsibilities are fundamentally based upon organizational charts and positions. The term District Contract Manager (DCM) is a general term used throughout this procedure for the employee responsible for various aspects of managing performance-based contracts. Slight deviations regarding the position responsible for the required actions are acceptable.

3. CONTRACT DEVELOPMENT

3.1 DEVELOPMENT OF SCOPE OF SERVICES OR PERFORMANCE SPECIFICATIONS PACKAGE

3.1.1 Standardized Scope of Services (AM Contracts Only)

AM contracts feature a standard Scope of Services that is customized by districts to include or exclude specific maintenance activities or responsibilities.

The AM Scope of Services will clearly and completely identify all AM performance requirements and services and include performance evaluation measures. Districts develop each project's AM Scope of Services using the latest version of AM Scope posted on the OOM SharePoint, incorporating specific project or district needs in the appropriate section. Districts have a variety of options to include or not include in their AM Scope of Services.

3.1.2 Best Value Performance and Low Bid Performance

BVP and LBP. contracts may be procured using either a contract specific Scope of Services developed by the District or a Specifications Package with performance based modified special provisions.

3.1.3 BVP or LBP Modified Scope of Services

When a District elects the Scope of Services option for a BVP or LBP contract, the District will be responsible for developing the contract specific Scope of Services based

on the standard Scope of Services used with AM contracts. As in AM contracts, the modified scope for BVP & LBP will clearly and completely identify all performance requirements and services and include effective performance evaluation measures.

3.1.4 BVP or LBP Performance Specification Packages

When a District elects the specifications package option for a BVP or LBP contract, the District is responsible for developing Performance Modified Special Provisions (MSPs) for each Standard Specifications for Road and Bridge Construction Section that will be amended and included in the contract.

Performance Based MSPs developed by the District must be submitted to the OOM for review. OOM responses will identify any area(s) of concern along with recommended solutions. Once the OOM and District have agreed upon the performance-based MSP language, the District must submit the performance-based specification(s) to the State Specifications Engineer for review and approval.

When the District uses MSPs, it must ensure that all relevant performance requirements are effective and clearly and completely identified. Each MSP generated should focus on the same general work type and contract area. For instance, a single performance-based "Aesthetics" MSP may appropriately be used to address mowing, litter removal, and tree trimming in consideration of the common aesthetic-related nature of the work activities, but two separate MSPs should be prepared to address dissimilar activities such as "Aesthetics" and "Guardrail Performance"

3.2 DEVELOPMENT OF REQUEST FOR PROPOSAL (RFP)

(AM & BVP Contracts Only)

All AM and BVP contracts must include an RFP package that clearly and completely identifies the requirements and expectations of proposers' Technical Proposals. OOM has developed standard RFPs for both AM contracts and BVP contracts to ensure clarity and statewide language consistency. All RFPs must be reviewed and approved by OOM prior to advertisement. All RFPs must be reviewed by the district's Office of General Counsel prior to advertisement. The District Contract Administration Office will add project specific schedule and event details to the RFP. The RFP is incorporated into the contract.

Preparation of technical evaluation criteria is one of the most important aspects of the RFP formulation and development. The care with which the RFP and associated technical evaluation criteria are developed will have a direct bearing on the quality of the services eventually received by the Department. Since each acquisition is unique, each RFP must identify project-specific technical evaluation criteria and allocate points based on the relative importance of each criterion so that Proposers and Technical Review Committee (TRC) members are aware of and understand the basis for the evaluation of proposals.

3.3 OFFICIAL COST ESTIMATE

The DCM will be responsible for developing the official cost estimate. Methods for developing the confidential official cost estimate are following the process used to develop the Department's Maintenance Budget, developing costs per lane mile by applying the Department's unit prices to the workload associated with the typical inventory of features located within the contract defined limits, and/or using the historical costs of significant features located within the contract limits such as rest areas and bridges. The official cost estimate should accurately and specifically quantify Department costs and/or budgeted amounts for all of the work included within the proposed PB contract. When the contract has been awarded, the official cost estimate will be retained in the contract files.

The DCM or designee will create the project and proposal, recording the estimated cost amounts in AASHTOWare Project Preconstruction (PrP).

3.4 APPROVAL TO ADVERTISE PERFORMANCE CONTRACTS

3.4.1 AM Contracts

Prior to advertisement the DCM will submit to OOM the completed RFP and Scope of Services for review and approval. The project specific AM Scope of Services, Project Description, Other Contractual Requirements, and summary of Selected Options, will be reviewed by OOM

3.4.2 BVP with RFP and Scope of Services

Prior to advertisement the DCM will submit to the OOM the completed RFP and Scope of Services for review and approval.

3.4.3 BVP with RFP and Specifications Package

Prior to advertisement the DCM will submit to the OOM the completed RFP and performance based MSP for BVP contracts for review and approval.

3.4.4 LBP with Scope of Services

Prior to advertisement the DCM will submit the Scope of Services to the OOM for review and approval.

3.4.5 Office of Maintenance Review Process

For all types of PB contracts, OOM will review the initial contract package submittal and provide a written response via email to the District Maintenance Engineer (DME) or the DCM within fifteen (15) business days of receipt of official review request of the completed RFP and Scope. The response will identify any area(s) of concern along with recommended solutions. OOM and the district will work together to finalize the contract language. If additional changes are recommended for a performance-based

MSP, revisions to the MSPs must be approved by the State Specifications Engineer prior to including in the contract package. In the event an issue is unable to be resolved, the Director of OOM (Director) will have final authority.

Throughout the correspondence process, communication through meetings, phone conversations and supporting emails is encouraged.

4. CONTRACTOR SELECTION (AM & BVP Contracts Only)

4.1 Technical Review Committee

All TRC members must complete the Department's online training for the evaluation of Asset Maintenance technical proposals before reviewing any proposals.

On all AM and BVP contracts the TRC will evaluate Technical Proposals; LBP contracts will not use the TRC process. The District is responsible for selecting TRC members, consisting of at least three but not more than five members which will be established before advertising any AM or BVP contract. After receiving Technical Proposals, the District Contracts Administration Office will deliver the proposals to the TRC members and retain the sealed price proposals until the Technical Review Committee Meeting and Public Announcement of Technical Scores, Public Opening of Price Proposals and Public Announcement of Prices.

Due to the diversity of work requirements in AM and BVP contracts, it is not reasonable to expect each member of the TRC to be familiar with all disciplines involved. Therefore, TRC members may call upon technical experts to provide information in areas where additional expertise is needed. The technical experts are to provide factual information and share their expertise. They will not provide evaluations of the technical proposal or otherwise assist in scoring.

The Technical Review Committee (TRC) is responsible for making a recommendation to award or reject bids on maintenance proposals.

Technical Proposals will be evaluated according to the scoring criteria set forth in the RFP, based on contract requirements established in the AM Scope of Services or BVP Performance Specifications. Each TRC member will use identical score sheets to evaluate each Technical Proposal. TRC members will evaluate each proposal individually and have no communication related to the proposals with any other TRC member. Each TRC member will provide a clear and concise narrative on the score sheet explaining the scores given for each technical evaluation criteria and a summary if applicable.

4.2 Total Proposal Score Calculation

TRC members will individually submit their Technical Proposal scores and any related notes to the District Contracts Administration Office. The Contracts Administration Office will review the scores and supporting documentation from each TRC member and may correct any calculation errors that may have been made in scoring. The District Contracts

Administration Office will determine the Average Technical Proposal Score for each proposal by averaging the individual scores provided from each TRC member.

4.3 Price Proposal

For proposals with an Average Technical Proposal Score meeting the minimum required score of 70, the District Contracts Office will publicly open the sealed price proposals at the meeting for Public Announcement of Technical Scores, Public Opening of Price Proposals and Public Announcement of Prices, and calculate the Total Proposal Score based on the Average Technical Proposal Score and the Price Score as weighted in accordance with the percentages provided in the RFP.

4.4 Preliminary Results

Immediately after the bid opening meeting, the District Contracts Office shall create a PDF document of the Preliminary Results, mark the copy as "Preliminary", and email a copy of the results to the Director, Office of Maintenance, and the Chief Engineer. This preliminary information is NOT posted.

4.5 Contract Awards Committee

The Contracts Awards Committee (CAC) will consider the recommendations of the Technical Review Committee prior to making a decision to award or reject bids. The decision reached by the CAC will be the Department's official decision.

The Department will post the results of the award of the contract or rejection of proposals. If the contract is awarded, the Department will enter into a contract with the winning proposer for the price proposed. The winning proposer's Technical Proposal is incorporated into the contract.

5. CONTRACT ADMINISTRATION

All PB maintenance contracts will be administered using the AASHTOWare system applications.

5.1 PRE-WORK CONFERENCE

A pre-work conference will be required on all PB maintenance contracts. Information on pre-work conferences can be found in ***Standard Asset Maintenance Specifications General Requirements and Covenants (Attachment II of the Standard AM Scope), Sub-article 8-3.5; Maintenance Contract Administration, Inspection and Reporting, Topic No. 375-020-002; and the RFP.***

5.2 MAINTENANCE RATING PROGRAM (MRP)

5.2.1 MRP Administration

All performance-based contracts, including short duration Interim AM contracts must be written so that the Department evaluates MRP when MRP is selected as an option. MRP route information including cost centers, facility types, roadway section numbers, road descriptions, and beginning and end mile posts must be provided to OOM after contract execution but prior to the contract work begin date. Facility types included in the routes must be consistent with the most updated Road Characteristic Inventory data. For MRP evaluation of each of the district's PB) contracts that include MRP as a performance measure, the DCM will generate random sample points using the MRP Scorecard Tool located on the SharePoint website (MRP Scorecard). If, for valid specific reasons, it is not practical to use the MRP Scorecard, the District may, with OOM approval generate random sample points based on the current contract route. The number of generated sample points per facility type will normally be 30 as set forth in the ***Maintenance Rating Program, Topic No. 850-065-002***. With justification from the DCM, recommendation from OOM, and concurrence of the District MRP Team, the number of sample points may be increased or decreased depending on the existence and length of each respective facility type within the particular contract area. The appropriate MRP Team will evaluate the SharePoint-generated MRP sample points. For each AM contract, the DME must approve in writing any personnel who will be given access to the MRP Scorecard system. The DCM or designee will enter the results of all evaluated sample points into the MRP Scorecard website. The MRP Scorecard system will calculate the Contractor's MRP score.

The SharePoint MRP Generation & Reporting Tool allows the DCM to record the evaluation results of each sample point by entering "Y" and "N" as indicated by the MRP field coding sheets. A "Y" rating indicates "Yes", the sample point meets MRP criteria. An "N" rating indicates "No", the sample point does not meet MRP criteria. MRP points marked with an "MF" indicate that the point is shared with the Mainframe MRP system.

5.2.2 Interim MRP Rating

At any time, the DCM may perform interim MRP ratings for one or more specific characteristics as quality assurance checks and to ensure that the Contractor is uniformly and consistently maintaining the required components of the State Highway System as defined in the Scope of Services. An interim MRP may include any number of characteristics for different facility types. The DCM will generate a set of randomly generated points from the Sharepoint MRP Scorecard Tool to conduct an interim MRP rating. For each facility type reviewed, the number of sample points must be approximately the same as would be generated for a normal MRP cycle. The DCM will consider these interim rating scores when determining the Contractor's semi-annual grades for the Asset Maintenance Performance Evaluation Report (AMPER). It is not required to give notice or invite the Contractor to participate in interim MRP evaluations, nor is an interim MRP evaluator required to be MRP qualified. Interim grades are not

considered when assessing retainage or annual deductions, or for assessing individual MRP deductions, whichever is specified in the respective contract language.

5.2.3 MRP Dispute Resolution Process

For PB AM contracts requiring the Department to perform MRP evaluations, if the Contractor's MRP Team disagrees with a specific MRP "Yes/No" evaluation, an attempt to resolve the dispute in the field with the Contractor MRP team will be made. If no resolution can be reached in the field, the Department's MRP Team will collect information to document the dispute, including photographs and notes. In accordance with the contract scope, both the Department's MRP Team and the Contractor will be required to document the dispute and provide notification to the DCM within two (2) business days of the field dispute to pursue resolution.

If the DCM ruling does not resolve the dispute, the DCM and the Contractor may elect to submit notification to the DME, and subsequently to the Director, OOM, whose decision is final. For each level, the Contractor will present their dispute within two business days of receiving the previous level's ruling.

Failure to meet the specified time periods for MRP dispute resolution will result in the Department's MRP evaluation becoming final. Beginning at the time the dispute is presented to the DCM, a total of 10 business days will be allowed to resolve the dispute, not including the time the Contractor takes to escalate the dispute to the next appropriate level. After all "Yes/No" disputes are resolved; the DCM will update the data in the MRP Scorecard Tool, in order to recalculate MRP scores accordingly.

5.2.4 Insufficient Number of MRP Characteristic Evaluations

If during any MRP evaluation period, one or more individual characteristics are evaluated less than 10 times at the "All Facilities" level, the resulting MRP score for that characteristic(s) may not be statistically significant and/or may not accurately portray Contractor performance. If an insufficient number of characteristic evaluations are determined to exist, the DCM will rectify the situation by using one of the two options detailed below. It is important to note that for an individual MRP evaluation period it is not required that the same option be used for each characteristic under evaluation.

5.2.4.1 AM contracts with scope language written for MRP retainage and deductions based on annual MRP scores.

Option 1: Using the recommended language found in Appendix A or Appendix B of this procedure, notify the Contractor via e-mail or other correspondence that one or more characteristics with fewer than 10 evaluations exist within the current MRP evaluation period. If the Contractor agrees to use this option for one or more characteristics, or does not respond to the notification, the Contractor accepts the MRP score for the agreed characteristic(s) as calculated. For any characteristics resolved using option (1), the Department will waive retainage resulting from substandard characteristic scores for that MRP evaluation rating period but will fully assess all resulting

annual deductions. The Department will not waive resulting retainage or deductions from substandard element and overall MRP scores. If the Contractor does not agree to use Option 1 for one or more characteristics, then the Department must use Option 2 for those characteristics.

Option 2: Randomly select additional MRP sample points containing the characteristic in order to increase the total number of evaluated points to exactly 10. Random sampling will occur across all roadways included on the contract, and the random selection process will be shared with the Contractor prior to generating the additional points, if requested. If there are fewer than 10 evaluation points that feature the characteristic throughout the entire project, then evaluate all of those points. For each additional point selected, only review the characteristic(s) having less than 10 evaluations. Once the additional points are evaluated, full resulting deductions and retainage will be assessed.

5.2.4.2 AM contracts with MRP deductions for each MRP period.

Option 1: Using the recommended language found in Appendix B of this procedure, notify the Contractor via e-mail or other correspondence that one or more characteristics with fewer than 10 evaluations exist within the current MRP evaluation period. If the Contractor agrees to use this option for one or more characteristics, or does not respond to the notification, the Contractor accepts the MRP score for the agreed characteristic(s) as calculated.

Option 2: Randomly select additional MRP sample points containing the characteristic in order to increase the total number of evaluated points to exactly 10. Random sampling will occur across all roadways included on the contract, and the random selection process must be shared with the Contractor if requested. If there are fewer than 10 evaluation points that feature the characteristic throughout the entire project, then evaluate all of those points. For each additional point selected, only review the characteristic(s) having less than 10 evaluations. Once the additional points are evaluated, full resulting deductions will be assessed

5.2.5 MRP Discretionary Consideration

Since MRP deductions are calculated based upon the point deficiency of an individual characteristic, element, or overall MRP rating, an item having a small number of samples can result in an excessive deduction. The DCM is authorized and responsible for ensuring that any deduction assessed is fair and reasonable. The DME must review and concur with any adjustments to retainage or deduction amounts. After the DME concurs, the DCM will discuss any adjustments to the retainage or deduction with the Contractor, document such actions, and retain all documentation within the contract file.

5.2.6 Process to Give Discretionary Consideration to a “No” Rating

The DCM has the authority to change any of the “N” ratings to a “X” rating if warranted. A “X” rating indicates that the sample point **does not meet MRP criteria** because of a deficiency that:

- the Department does not want to be corrected (e.g. historic oak in the tree trimming zone), or
- is not the responsibility of the Contractor to correct (e.g. a Design anomaly or the sample point reviewed is under another existing contract or agreement)
- warrants discretionary consideration for some defensible reason (e.g. damage caused by hurricanes with insufficient time to correct)

The DME will review all “X” ratings to ensure they warrant being recorded as “X”, or if the “X” should be changed back to a “N”. A “X” is credited as a “Y” when MRP Scorecard calculates the Contractor’s MRP score.

For a rating of a “X”, the DCM must enter a comment concerning the situation into the “Notes” field of the MRP point collection sheet on the MRP Scorecard system. Any characteristics expressly excluded from contract language (either as part of the original contract documents and/or through subsequently executed contracts or contract amendments) should not be rated/reported in the MRP Scorecard system. In this case, “X” should not be used and the characteristic should be left blank.

5.2.7 First and Last MRP Periods

For new PB AM contracts, perform MRP evaluations in all periods as normal. The first complete MRP period following the contract work begin date is the first MRP period for the contract for which deductions may be assessed for failing to meet MRP requirements. For example, if a contract starts on January 1, then the first MRP period for which deductions may be assessed is Period 3. If the contract work begin date is within the last month of a MRP period or the first day of a MRP period, deductions for failing to meet MRP requirements will not be assessed for the first complete MRP period for the contract. For example, if a contract starts on or between June 1 and July 1, then the first MRP period for which deductions may be assessed is Period 2. However, MRP Quality Assessments may be performed in the first full calendar month of the contract.

If a PB AM contract with scope language written for MRP retainage and deductions based on annual MRP scores will end before all three MRP periods for the FY are complete, the Annual MRP Report will be based solely on the one or two MRP periods completed in that last FY. The margin of reporting error for this abbreviated Annual MRP Report may be higher since it will have fewer total evaluations than normal. The district should recommend to the Contractor to expend extra effort during the final year of the contract to bring characteristics to a slightly better condition in order to negate this increased margin of error. Regardless of small data size or adjusted Contractor effort, full retainage and deductions will be assessed for substandard MRP scores reflected on this final Annual MRP Report.

For PB AM contracts without MRP retainage, the last MRP period for the contract is the last MRP period for which scores are received which may not be a complete MRP period.

5.2.8 MRP for Interim Contracts

For short duration Interim AM contracts, perform a MRP evaluation. If the scope language is written for MRP retainage and deductions based on annual MRP scores perform a MRP evaluation for each complete MRP cycle during the contract. If a reduced number of MRP periods during the contract term results in deductions that would not be considered fair and reasonable, then discretion may be exercised in accordance with Section 3.2.5. If the scope language does not include MRP retainage, then follow Section 3.2.7.

5.3 CONTRACT INSPECTION

Unlike work-directed contracts, PB contracts are intended to require significantly reduced administration and inspection by the Department. The primary indicator of PB contract success is the quality of maintenance of the roadways under contract at any given point in time and the responsiveness of the Contractor to the needs of the Department and the traveling public. Therefore, the Department should generally be able to spend minimal effort concerning materials, methods, and volume of work. The Department's goal will be to limit oversight and inspection while ensuring the Contractor performs in accordance with the contract.

The Department will not perform work-needs surveys. The Department may provide deficiency lists to the Contractor, but it is the Contractor's responsibility to determine the routine work needs as well as any work needs based on the deficiency list provided. The Department will not direct the Contractor to perform any job or task related to routine maintenance work, unless otherwise specified in the PB AM Scope (e.g., Traffic Ops and Structures Work Orders). It is the Contractor's responsibility to determine what activities require immediate attention and the appropriate scheduling of less immediate needs. Although occasional quality assurance reviews and field reviews related to completing an AMPER for AM contracts or other appropriate rating device for BVP and LBP contracts are appropriate, the Department is not required to oversee or inspect the Contractor's work as a normal course of business. Unlike work-directed contracts, with PB contracts, some maintenance activities may not always be completed, and some maintenance standards may not always be met.

5.4 CONTRACTOR EVALUATION

5.4.1 Performance Requirements

The Contractor is expected to meet performance requirements consistently throughout the contract period. On PB contracts, the DCM will evaluate the Contractor performance in two ways:

1) by comparing actual work performance to the performance measures and procedural requirements established within the Scope of Services / Performance Specifications and other contract documents, and

2) by periodically grading the Contractor with the AMPER or other appropriate rating mechanism.

5.4.2 Rating Contractors for AM Contracts

OOM has developed the AMPER as a standard tool to grade, rate, and evaluate Contractor performance.

The DCM or designee will use the AMPER to evaluate the performance of each AM Contractor every six months, no later than fifteen (15) business days after the end of the period being evaluated, with the possibility of exceptions upon request and approval of the OOM.

The AMPER will be submitted to the Contractor for signature, with a request for the AMPER to be signed and returned within ten (10) business days of receipt. If the Contractor requests a meeting to discuss the AMPER results, the request shall be made in writing, and received by the DCM or designee within ten (10) business days of the receipt of the AMPER by the Contractor. Failure to sign and return the AMPER, attend a scheduled meeting, or request a meeting will result in the AMPER being considered accepted by the Contractor.

When the Contractor requests to discuss AMPER results with the Department, the Contractor and the DCM or designee will make every effort to resolve the dispute within (15) business days from the date of the Contractor's written request. If the Contractor is not satisfied with the DCM or designee ruling, the Contractor may elect to elevate the dispute and submit it to the DME within twenty (20) business days of the Contractor's written request for a meeting to discuss the AMPER results. The DME will make every effort to resolve the dispute within thirty (30) business days from the date of the Contractor's written request.

If the Contractor and the DME fail to reach a resolution, the dispute will be elevated to the Director, OOM, within thirty-five (35) business days of the Contractor's written request. The decision of the Director, OOM is final.

After the AMPER has been signed by all parties, the DCM will upload the completed AMPER in Excel format to the OOM SharePoint website within 3 months of the end of the period evaluated. The district will also retain the official copy of the AMPER with all confirmation signatures.

The first AMPER period will start at the beginning of the contract date. Periods are adjustable for various reasons, primarily to align with MRP periods or the beginning of the fiscal year, or in instances of short-term Interim AM contracts.

AMPER Project-Specific Compliance Indicators and Weighting Adjustment for Low-Volume Asset developed by the districts must be reviewed and accepted by the OOM prior to the beginning of the AMPER period.

At the end of a contract term, the contract Final Score is calculated by averaging all semi-annual AMPER scores after dropping the highest score and the lowest score. Refer to the **AMPER User's Guide** for additional guidance. The DCM is responsible for recording the contract Final Score in the AASHTOWare system.

5.4.3 Rating Contractors for Contracts Declared to be in Default

In the event of a Declaration of Contract Default, for comprehensive documentation, complete an evaluation for the time period from the previous rating to the date of declaration of default using the same mechanism as previous rating periods (AMPER or Contractor Field Performance Report CFPR). For information that is unavailable N/A may be acceptable with references to the declaration of default. Signature from the Contractor will not be applicable. Calculate the Final Score for AMPER or multiple CFPR periods as usual. The DCM shall record the Final Score in Site Manager. All deficiencies for the period considered shall be clearly documented.

5.4.4 Rating Contractors for BVP Contracts

DCM will evaluate the performance of BVP Contractors every six months using one of the following options:

- Use a district-customized version of the AMPER
- Use **Contractor Field Performance Report, Form No. 375-020-43**

5.4.5 Rating Contractors for LBP Contracts

Districts will evaluate the performance of LBP Contractors every 12 months using **Contractor Field Performance Report, Form No. 375-020-43**.

5.4.6 Substandard AMPER or Contractor Field Performance Report (CFPR) Scores

An AMPER or CFPR score less than 70 is evidence of poor performance, deficient management resulting in project delay, or poor quality workmanship. Depending on the contract circumstances and documentation, the Department may declare the Contractor to be in default on the contract, declare the Contractor Non-Responsible, or both. Refer to Section 8.6 of the CPAM, **Topic No. 700-000-000**, and **Topic No. Contractor Non-Responsibility for Maintenance Contracts, Topic No. 850-070-001**, for information and guidance.

6. TRAINING

Districts should provide informal training to new AMPER users based on the **AMPER User's Guide** posted on the OOM SharePoint. Adequate training and self-study efforts are required prior to completing an AMPER.

Asset Maintenance Contract Technical Proposal Evaluation Training is available as Computer Based Training in the Department's Learning Management System. OOM can provide informal training to groups or individuals upon request.

7. FORMS

Proposal Blank Asset Maintenance, Form No. 375-020-56

Asset Maintenance Contract, Form No. 375-020-58

Performance Based Bond, Form No. 375-020-59

Quality Assessment Review/Rest Area Inspection, Form No. 850-045-06

DBE Bid Package Information, Form No. 275-030-11

Contractor Field Performance Report, Form No. 375-020-43

APPENDIX A

(For contracts with MRP retainage for each MRP period):

Dear (Contractor's Contract Manager):

The results from the ____ MRP Rating Period for Fiscal Year (FY) ____ reveal that ____ characteristics featured less than ten (10) evaluations at the "All Facilities Level". The Department will resolve the low number of evaluations for each characteristic for this MRP Period in one of two ways:

Option (1): Request from the Contractor to agree to leave the evaluation results as is

Or

Option (2): Return to the field to perform more evaluations.

The purpose of this notification is to inform you of the Department's desire to use Option (1) as a solution for all of these characteristics. If you desire to use Option (2) for any of these characteristics, please respond to this notification within three business days of its receipt indicating which characteristics you wish to have resolved using Option (2). If you do not respond within this timeframe, this is construed as your agreement to use Option (1) for all characteristics for this MRP Period.

Please note that using Option (1) for a characteristic results in two key things: 1) Retainage will be waived for this MRP period if the characteristic falls below required MRP score, and 2) Deduction will not be waived if the characteristic falls below required MRP score on the resulting Annual MRP Report.

For additional guidance to this process, please refer to the ***Performance Based Maintenance Contracting Procedure, 375-000-005***. You may also contact _____ (District AM Contract Manager) in the District, or the OOM in Tallahassee.

Sincerely,

APPENDIX B

(For contracts with MRP deductions for each MRP period):

Dear (Contractor's Contract Manager):

The results from the ____ MRP Rating Period for Fiscal Year (FY) ____ reveal that ____ characteristics featured less than ten (10) evaluations at the "All Facilities Level". The Department will resolve the low number of evaluations for each characteristic for this MRP Period in one of two ways:

Option (1): Request from the Contractor to agree to leave the evaluation results as is

Or

Option (2): Return to the field to perform more evaluations.

The purpose of this notification is to inform you of the Department's desire to use Option (1) as a solution for all of these characteristics. If you desire to use Option (2) for any of these characteristics, please respond to this notification within three business days of its receipt indicating which characteristics you wish to have resolved using Option (2). If you do not respond within this timeframe, this is construed as your agreement to use Option (1) for all characteristics for this MRP Period.

Please note that using either Option (1) or Option (2) for a characteristic may result in MRP deductions based on the MRP period score.

For additional guidance to this process, please refer to the ***Performance Based Maintenance Contracting Procedure, 375-000-005***. You may also contact _____ (District AM Contract Manager) in the District, or the OOM in Tallahassee.

Sincerely,