



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Grant Agreement

1. RECIPIENT NAME AND ADDRESS Florida Department of Transportation -DUP 605 Suwannee St Tallahassee, FL 32399-6544		2. AGREEMENT NUMBER: FM-CVN-0032-12-01-00	3. AMENDMENT NO. 0	
1A. IRS/VENDOR NO. 593024028		4. PROJECT PERFORMANCE PERIOD: FROM 09/01/2012 TO 03/31/2015		
1B. DUNS NO. 809397102		5. FEDERAL FUNDING PERIOD: FROM 09/01/2012 TO 03/31/2015		
7. CFDA#: 20.237		6. ACTION New		
8. PROJECT TITLE See Title Description in Box 16		9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT		1,000,000.00
		10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT		1,000,000.00
		11. TOTAL AMOUNT OF THIS AGREEMENT		2,000,000.00
12. GRANTEE PROGRAM MANAGER Mr. Paul Clark		12A. GRANTEE PROGRAM MANAGER EMAIL paul.clark@dot.state.fl.us		
		12B. GRANTEE PROGRAM MANAGER PHONE NUMBER (850) 410-5607		
12C. GRANTEE PROGRAM MANAGER ADDRESS 605 Suwannee Street, MS 90 Tallahassee, FL 32399-0450				
13. GRANT PROGRAM OFFICER Julie Otto		13A. GRANT PROGRAM OFFICER EMAIL Julie.Otto@dot.gov		
		13B. GRANT PROGRAM OFFICER PHONE NUMBER (202) 366-0710		
14. INCORPORATED ATTACHMENTS FMCSA Financial Assistance Agreement General Provisions and Assurances; ACH Form and instructions; grantee project plan and budget incorporated by reference unless/except as noted below.				
15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, Pub. L. No.109-59, §§ 4101(c), 4126, 119 Stat. 1144, 1715, 1738-41 (2005), as amended; 49 U.S.C. §31106, Historical and Statutory Notes, (2006), as amended.				
16. REMARKS See next page				
GRANTEE ACCEPTANCE			AGENCY APPROVAL	
17. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mr. Mark Wilson, State Traffic Operations Engineer			19. NAME AND TITLE OF AUTHORIZED FMCSA OFFICIAL Mr. Paul Melander-AO	
18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed		18A. DATE 09/21/2012	20. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL Electronically Signed	
			20A. DATE 09/21/2012	
AGENCY USE ONLY				
21. OBJECT CLASS CODE: 41000			22. ORGANIZATION CODE: M600000000	
23. ACCOUNTING CLASSIFICATION CODES				
DOCUMENT NUMBER	FUND	BY	BPAC	AMOUNT
FM-CVN-0032-12-01-00	17X05712IT	2012	090571CVNB	1,000,000.00

REMARKS:

In addition to the statutory authority shown in Box 15, this program is also authorized by Moving Ahead for Progress in the 21st Century , Pub. L. No.112–141, §§ 32603(c), 32605, 112002(c)(4) (2012). Project Title: FY2012 CVISN - Deploy law enforcement technology to read license plates, USDOT, and container numbers; share commercial motor vehicle data within the State; conduct electronic trip permit study; purchase hardware and software for State permitting application and routing system; conduct CVISN-related outreach to industry community; and pay for CVISN-related travel, CVISN-related operations and maintenance costs. FMCSA approves the project plan and budget without change. However, within 30 days of execution of this agreement, the grantee must submit to its FMCSA Division Office a revised SF-424A based on FMCSA's Object Class Budget guidance document. This revised SF-424A must reflect the approved line-item budgets in the appropriate object class budget categories.

AWARD ATTACHMENTS

Florida Department of Transportation

FM-CVN-0032-12-01-00

1. FMCSA Financial Assistance Agreement General Provisions and Assurances (February 2012) ACH Form and Instructions

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FINANCIAL ASSISTANCE AGREEMENT GENERAL PROVISIONS AND ASSURANCES

**last updated February 2012*

Section 1. Grant Authority

a. Contract Authority.

The Federal Motor Carrier Safety Administration (FMCSA) authorizing legislation, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat.1144 (2005), granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub. L. 109-59, §4101, 119 Stat. 1144, 1725 (2005), the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevent the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the grantee's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding"(April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in **Section 4**.

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. Chapter 311 (2006), as applicable and denoted in the Notice of Grant Agreement; (2) SAFETEA-LU, Pub. L. No.109-59, § § 4101-4134, 119 Stat. 1144, 1715-1745 (2005), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to projects with governmental bodies; (4) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations and also applies to grants and cooperative agreements with private for-profit organizations; (5) 2 C.F.R. § § 220, 225, 230; and (6) OMB Circular A-102 and 2 C.F.R. §215 (OMB Circular A-110).

b. Application of Federal, State, and Local Laws and Regulations.

i. Federal Laws and Regulations.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all sub-assistance agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subgrantees

State Recipients shall follow State law and procedures when awarding and administering subgrants to local and Indian tribal governments in accordance with 49 C.F.R. §18.37(a). Other grantees awarding subgrants to local and Indian tribal governments shall follow 49 C.F.R. §18.37(b). The Recipient understands that 49 C.F.R. Part 19 shall be applied to institutions of higher education, hospitals or other non-profit organization subgrantees in accordance with 49 C.F.R. § 19.5.

Section 5. Ethics.

a. Written Code of Ethics.

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subgrantees, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or sub-grantees or their agents.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i.** The employee, officer, board member, or agent;
- ii.** Any member of his or her immediate family;

- iii. His or her partner; or
- iv. An organization that employs, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

Section 6. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of an individual whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act.

Section 7. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not Federally appropriated by the recipient and subgrantees, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 8. Contracting.

a. Federal Standards.

The Recipient agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

b. Buy American Act.

The Recipient agrees to conform with the Buy American Act (41 U.S.C. §§ 10a-d), as required by Section 708 of the Transportation, Treasury, Housing and Urban Development, the Judiciary, and Independent Agencies Appropriations Act, 2006 (Public Law 109-115 (November 30, 2005)). As required by Section 709 of the appropriations act, the Recipient represents that it has never been convicted of violating the Buy American Act, and agrees that it will not make funding received under the appropriations act available to any person or entity that has been convicted of violating the Buy American Act.

Section 9. Notification Requirement.

- a.** With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:
 - i.** Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
 - ii.** Express the said amount as a percentage of the total costs of the planned acquisition.

Section 10. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

Section 11. Notification of Third Party Contract Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 12. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

Section 13. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final voucher, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in (1) 49 C.F.R. Part 18 for governmental Recipients and (2) 49 C.F.R. Part 19 for hospitals, educational institutions, private non-profit and for-profit Recipients. Project closeout does not alter these requirements.

b. Access to Recipient Records.

The Recipient will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards.

c. Access to Records in Negotiated Agreements.

The Recipient will include in all negotiated contracts (except those of \$10,000 or less) awarded by Recipient a provision to the effect that the Recipient, FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, shall have access to any books documents, papers and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts, and transcriptions.

- i.** Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three years, with the following exception:
 - 1.** If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained in their entirety until all litigation claims, or audit findings involving the records have been resolved.
 - 2.** Records for nonexpendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
 - 3.** When records are transferred to or maintained by FMCSA, the 3-year retention requirement is not applicable to the recipient. The retention period starts from the date of the submission of the final expenditure report.

Section 14. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular NO. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

c. Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto; (b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

It is imperative that Recipients submit required OMB Circular A-133 audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under OMB Circular A-133 to the Federal Audit Clearinghouse Bureau of the Census, 1201 East 10th Street Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its contractors pertaining to the Project. The Recipient agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

Section 15. Responsibility for Reporting Fraudulent Activity, Waste and Abuse.

The Recipient understands that the Federal government may pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient agrees to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DHS grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week. <http://www.oig.dot.gov/Hotline>. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 16. Budget and Finance.

The Recipient agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Recipient shall secure from FMCSA prior to being reimbursed under this Agreement. In accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget (1) that would require any transfer of funds between budget lines cumulatively greater than ten percent of the total approved project budget, or (2) that involve expenditures for items or services not approved in the original project plan, or (3) that would result in the need for additional funding. This includes revisions to the indirect cost rate. Any written approval may be obtained from the Associate Administrator or his/her designated representative, of the respective FMCSA Office.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such deviations do not cumulatively exceed ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items or categories authorized by FMCSA in the approved budget.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable. Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.22, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all

Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 17. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

- i.** Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
 - 1.** To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
 - 2.** To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
- ii.** Have submitted to FMCSA all financial and progress reports required to date under this Agreement; and
- iii.** Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

b. Reimbursement Payment by FMCSA.

- i. If the reimbursement method is used, the Recipient agrees to:
 - 1. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
 - 2. Complete and submit, on a quarterly, basis Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.
- ii. Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient (or to be incurred during the requisition period) up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by the Federal Aviation Administration.

c. Other Payment Information.

The Recipient agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

d. Allowable Costs.

- i. The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:
 - 1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
 - 2. Be necessary in order to accomplish the Project;
 - 3. Be reasonable for the goods or services purchased;
 - 4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);

5. Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FMCSA to the contrary is received in writing (pre-award costs);
6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
 - a. For Recipients that are governmental organizations, the cost principles of 2 C.F.R. § 225 apply (OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply);
 - b. For Recipients that are institutions of higher education, the cost principles of 2 C.F.R. §220 (OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply);
 - c. For Recipients that are private nonprofit organizations, the cost principles of 2 C.F.R. § 230 (OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply); and
 - d. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.
7. Be satisfactorily documented; and
8. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subgrantees and contractors.

e. Indirect Costs.

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the recipient's cognizant agency. If a recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The recipient must indicate in its budget that it will be seeking indirect costs, and a provisional indirect cost rate will suffice until a final rate can be determined.

The Recipient must obtain prior approval from the Grant Manager to shift direct costs to indirect costs in order to recover indirect costs at a negotiated indirect cost rate higher than the placeholder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to

exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

The grantee may not request additional grant funds to recover indirect costs that it cannot recover by shifting direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate requires an amendment and must be approved by the Grant Manager if the change to the indirect cost rate would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

f. Pre-Award Costs.

A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

- i.** The Recipient receives prior written approval from the FMCSA before the reimbursement vouchers are submitted;
- ii.** The costs are necessary to conduct the project; and
- iii.** The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to [2 C.F.R. §225, Appendix B](#), special equipment over \$5,000), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

g. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

- i.** Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
- ii.** Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii.** Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 18. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i.** An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii.** A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;
- iii.** An outline of work and activities planned for the next reporting period; and
- iv.** Provide status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the Grant Manager, and one (1) copy to the Grants Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 19. Non-Discrimination.

The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of The Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 504 and 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794, 794d), which prohibit discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.* relating to nondiscrimination in the sale, rental or financing of housing; (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Section 20. Executive Order on Equal Opportunity Related to Contracts.

- a. The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.
 - i. The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
 - ii. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 21. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 22. Property.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 49 CFR parts 18 and 19, whichever applicable.

A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, or the requirements of 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the 49 C.F.R. Part 18 or 49 C.F.R. Part 19, as applicable, as well as the Grant Provisions and Assurances that follow, unless FMCSA determines otherwise in writing.

Under this Section, local governments, Indian tribal governments, research institutions, hospitals, and nonprofit organizations, as well as for profit organizations, will be collectively referred to as a “Non-State Recipient” in circumstances the responsibilities of the State Recipient will be distinguished from the responsibilities of the Non-State Recipient.

a. Use of Project Property.

The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the

award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

c. Records.

The State Recipient agrees to maintain records in accordance with State law and procedures.

The Non-State Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

d. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

e. Encumbrance of Project Property.

The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

i. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or

any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

ii. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

iii. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

iv. Purpose

The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

f. Transfer of Project Property.

The State Recipient agrees to transfer Project property in accordance with State law and procedures.

The Non-State Recipient understands and agrees as follows:

i. Non-State Recipient Request.

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).

ii. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

iii. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either

through a written lease between the Non-State Recipient and lessee, or another similar document. Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents.

g. Disposition of Project Property.

The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State, as authorized by 49 C.F.R. § 18.32(b).

The Non-State Recipient agrees to dispose of Project property as follows:

With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

- i.** Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.
- ii.** Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:
 - 1.** Notification Requirement. The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - 2.** Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 - A.** Equipment and Supplies. The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line

depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

B. Real Property. The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

3. Exceptional Circumstances. The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

h. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

- i.** Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or
- ii.** Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

i. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

j. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

k. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

l. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 23. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 *et seq.*) regarding labor standards for federally-assisted construction sub-agreements.

Section 24. Environmental Requirements.

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO

11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 25. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog

item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.
- ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 2. Any rights of copyright to which a Recipient, subgrantee, or a third party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subgrantee, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided

that such incorporated material is identified by the Recipient at the time of delivery of such work.

Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

- i. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:
 1. "This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement, dated ____."
 2. *(fill-in appropriate identification of grant/cooperative agreement);*
 3. All Recipient publications must also contain the following:
 - A. "Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."
 - B. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 26. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 27. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a Federally controlled facility for

more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 28. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subgrantee or subcontractor under this Agreement, the Recipient shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subgrantee or subcontractor.

Section 29. Liability.

The Recipient agrees to be liable for all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of Recipient, its officers, employees, or (members, participants, agents, representatives, as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 30. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date, to the extent those obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FMCSA reserves the right to require the

Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If the recipient accedes to de-obligation, a grant amendment/modification must be in place.

Section 31. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA funding due, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Recipient by this Agreement or by the FMCSA's final notification or acknowledgment.

Section 32. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 33. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by the each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding.

Section 34. Use of Information Obtained.

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 35. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount

provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland “Anti-Kickback” Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 36. Laptop Encryption.

All laptops used by Recipients, subgrantees, and contractors in carrying out the Recipient’s project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than September 30, 2013.

Section 37. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 38. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct and Recipient understands that any false statements made as part of these certifications can be prosecuted.

**ACH VENDOR/MISCELLANEOUS PAYMENT
ENROLLMENT FORM**

OMB No. 1510-0056

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. See reverse for additional instructions.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY Federal Motor Carrier Safety Administration		
AGENCY IDENTIFIER: n/a	AGENCY LOCATION CODE (ALC): n/a	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS: 1200 New Jersey Avenue SE, Washington, DC 20590		
CONTACT PERSON NAME: Therese Phillips, MC-MBF		TELEPHONE NUMBER: (202) 366-0367
ADDITIONAL INFORMATION: GRANTEE: ENTER Number from Block 2 of Agreement: PO# FM-		

PAYEE/COMPANY INFORMATION

NAME	SSN NO. OR TAXPAYER ID NO.
ADDRESS	
CONTACT PERSON NAME:	
TELEPHONE NUMBER: ()	

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()
DATE	

AUTHORIZED FOR LOCAL REPRODUCTION

FAX THE COMPLETED FORM TO 405-954-1270

SF 3881 (Rev. 2/2003)
Prescribed by Department of Treasury
31 U S C 3322; 31 CFR 210

Instructions for Completing SF 3881 Form

Make three copies of form after completing. Copy 1 is the Agency Copy; copy 2 is the Payee/Company Copy; and copy 3 is the Financial Institution Copy.

1. Agency Information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

Florida FY 2012 Expanded CVISN Project Plan

**PROJECT PLAN FOR THE
FY 2012 COMMERCIAL VEHICLE INFORMATION SYSTEMS AND NETWORKS
(CVISN) DEPLOYMENT GRANT PROGRAM
EXPANDED CVISN**

Date Dec. 5, 2011

State Florida

State CVISN Program Manager

Name Paul Clark

Telephone (850) 410-5607

E-mail Address paul.clark@dot.state.fl.us

State CVISN System Architect

Name Richard Easley

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State Point of Contact for FY 2012 Expanded CVISN Project Plan (this document)

Name Paul Clark

Telephone (850) 410-5607

E-mail Address paul.clark@dot.state.fl.us

Signing date for the interagency Memorandum of Understanding (MOU) between the state's CVISN agencies (please state if only one agency is involved in CVISN)

Date May 25, 2000

Date of approval and title of the Expanded CVISN Program Plan/Top-Level Design

Date February 1, 2010

Title Expanded CVISN Program Plan and Top-Level Design For the State of Florida

Date of letter that certified the State as Core CVISN Certified (please attach the core certification letter to the application)

Date February 24, 2009

Instructions to Preparer

This template includes:

- Numbered chapters containing the required textual information and graphics.
- Project chapter templates.
- Blank tables for the required tabular elements.
- Imbedded instructions.

Note: For each project, the State must include a chapter (e.g., Chapters 2, 3, ... through n in the State's Fiscal Year (FY) 2012 Expanded CVISN Project Plan) that provides all relevant information for the proposed project. Please note that project chapter templates are provided for deployment projects and for non-deployment projects (e.g., updating the State's Expanded CVISN Program Plan/Top-Level Design, operations and maintenance costs, or memberships and fees); these are Chapters 2 and 3, respectively in this FY 2012 Expanded CVISN Project Plan template. Please replicate the appropriate project chapter template(s) and/or delete the inappropriate template as needed.

With this application, the State must submit an approved Expanded CVISN Program Plan/Top-Level Design (PP/TLD) that reflects any and all deployment projects proposed in this FY 2012 Expanded CVISN Project Plan. The PP/TLD must include detailed systems design information for all of the deployment projects proposed in this grant request.

Florida FY 2012 Expanded CVISN Project Plan

This Template is for States in the Expanded CVISN Deployment Phase Only

Please use this template if the State has completed Core CVISN deployment and meets the eligibility requirements under Sec 4126(e) of SAFETEA-LU.

List each project for which the State is applying for FY 2012 Expanded CVISN Deployment funding. For each project, check exactly one column to indicate the project type. Please note that the State may not apply for funding to deploy Expanded CVISN functionality until the Federal Motor Carrier Safety Administration (FMCSA) has reviewed and accepted the State's Expanded CVISN Program Plan/Top-Level Design.

Table 0.1 Project Titles and Types

Project Titles	Project Types					
	Support CVISN Program Management	Fund ongoing CVISN-related Operations & Maintenance (O&M)	Fund CVISN-related Memberships and Fees	Develop or Update the Expanded CVISN Program Plan/Top-Level Design	Deploy Expanded CVISN Functionality	Improve Core CVISN Functionality
1. LPR Installations					X	
2. LPR/Container # Camera System Installations					X	
3. PAS (Formerly APASS) continued Automation					X	
4. IPAS KIOSK Development					X	
5. US DOT Readers at WIM Ramps						X
6. Feasibility Study for Electronic ID for Trip Permits					X	
7. Outreach to Increase E-Credentialing and Automated Permitting Volume						X
8. CVISN System Operations & Maintenance		X				
9. Florida Weight Inspector Salaries & Benefits	X					

Outline for State FY 2012 Expanded CVISN Project Plan

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1. CVISN FUNCTIONALITY

If none of the proposed projects are deployment projects, note this fact and skip the rest of Chapter 1 and 2. Examples of non-deployment projects include developing/updating the State’s Expanded CVISN Program Plan/Top-Level Design, operations and maintenance costs, and memberships and fees.

1.1 Expanded CVISN Functionality

If none of the proposed projects deploy Expanded CVISN capabilities, note this fact and skip to [Section 1.2](#).

Complete Table 1.1, *Expanded CVISN Capabilities Implemented by Proposed Projects*, to indicate which Expanded CVISN capabilities will be deployed by the projects proposed in this FY 2012 Expanded CVISN Project Plan.

Some of the Expanded CVISN capabilities most frequently deployed by States are listed in the left-hand column by Expanded CVISN category. If your proposed project implements any of these capabilities, enter the project name in the right-hand column next to the appropriate capability. If your project implements a capability that is not listed, enter a brief description of the capability under the appropriate Expanded CVISN category.

Table 1.1: Expanded CVISN Capabilities Implemented by Proposed Projects

Expanded CVISN Capability	Implemented / Enhanced by Which Project Proposed in this Project Plan?
Driver Information Sharing	
<i>Indicate which project provides any of the following capabilities, or add a brief description of the functionality provided.</i>	
Establish, maintain, and provide controlled access to driver snapshots including application data, conviction data, citation data, and driver license history.	
Improve enforcement and carrier access to driver information to target driver safety risk.	
Improve identity checks in all driver-licensing processes.	
Expand the use of standards for CDLs and information systems that store driver data.	
<i>(add more rows for other projects as needed)</i>	
Expanded E-Credentialing	
<i>Indicate which project provides any of the following capabilities, or add a brief description of the capability provided.</i>	

Florida FY 2012 Expanded CVISN Project Plan

Expanded CVISN Capability	Implemented / Enhanced by Which Project Proposed in this Project Plan?
Reduce complexity and redundancy for users by offering access to multiple credentials from a single source. Users enter information once. <ul style="list-style-type: none"> • Portal 	
Increase the number of e-credentials that are available. <ul style="list-style-type: none"> • Oversize/overweight permitting; automated routing • Intrastate vehicle registration • HazMat credentialing/permitting 	PAS (Formerly APASS) continued Automation IPAS KIOSK Development
Enhance interfaces and systems for information sharing to provide improved access to more current and accurate credentials information for authorized stakeholders.	IPAS KIOSK Development
Offer a variety of standard e-payment options.	
Increase e-credentialing transaction volume.	Efforts to Increase E-Credentialing Utilization
<i>(add more rows for other projects as needed)</i>	
Smart Roadside	
<i>Indicate which project provides any of the following capabilities, or add a brief description of the functionality provided.</i>	
Expand access to data collected by on-board systems to improve roadside operations.	US DOT Readers at WIM Ramps
Provide integrated and improved access for roadside personnel to data stored in infrastructure systems [e.g., SAFER (Safety and Fitness Electronic Records), MCMIS (Motor Carrier Management Information System), CDL (Commercial Driver's License)].	US DOT Readers at WIM Ramps
Expand the use and capabilities of virtual/remote sites to increase enforcement effectiveness. <ul style="list-style-type: none"> • Virtual Weigh Stations 	US DOT Readers at WIM Ramps LPR Installations LPR/Container # Camera System Installations
Deploy additional fixed or mobile inspection sites.	
Expand the use and capabilities of fixed/virtual/remote sites to increase enforcement effectiveness. <ul style="list-style-type: none"> • License Plate Readers • Optical Character Recognition Systems • Bar Code Readers • Cameras 	US DOT Readers at WIM Ramps LPR Installations LPR/Container # Camera System Installations
Deploy WiFi capabilities at fixed inspection sites/points of entry for use by both State personnel and Commercial Motor Vehicle (CMV) drivers.	Feasibility Study for Electronic ID for Trip Permits
<i>(add more rows for other projects as needed)</i>	

Florida FY 2012 Expanded CVISN Project Plan

Expanded CVISN Capability	Implemented / Enhanced by Which Project Proposed in this Project Plan?
Enhanced Safety Information Sharing	
<i>Indicate which project provides any of the following capabilities, or add a brief description of the functionality provided.</i>	
Establish or expand "data stores" for cargo, carrier, vehicle and driver credentials, safety and enforcement data.	
Improve access to information for authorized users.	
Regularly check data used in CVISN processes for timeliness, accuracy, and integrity; purge stale data; and repair errors.	
Share road condition and road restriction information with other State systems.	
<i>(add more rows for other projects as needed)</i>	

1.2 Core CVISN Functionality

This section should be completed if any of the proposed projects extend or improve Core CVISN capabilities.

Complete Table 1.2, *Core CVISN Functionality Implemented by Proposed Projects*, to indicate which Core CVISN functionalities will be deployed by the projects proposed in this FY 2012 Core CVISN Project Plan.

For each row of the table, in the column with the header ‘Extended / Improved by Which Project Proposed in this Project Plan?’, indicate the proposed project(s) that addresses the functionality. Please add comments after the table; do not add or remove rows.

Table 1.2: Core CVISN Functionality Implemented by Proposed Projects

Core CVISN Functionality	Extended / Improved by Which Project Proposed in this Project Plan?
State Safety Information Exchange and Safety Assurance Systems	
Use ASPEN (or equivalent) at all major inspection sites.	
SAFETYNET submits interstate and intrastate inspection reports to SAFER.	
Implement the Commercial Vehicle Information Exchange Window (CVIEW) (or equivalent) system for exchange of intrastate and interstate data within State and connection to SAFER for exchange of interstate data through snapshots. - OR - Utilize the SAFER option for exchange of inter- and intrastate data through snapshots.	
Use Carrier Automated Performance Review Information (CAPRI) (or equivalent) for compliance reviews.	
State Commercial Administration Systems	
Support electronic credentialing (electronic submission of applications, evaluation, processing, and application response) for International Registration Plan (IRP).	
Proactively provide updates to vehicle snapshots as needed when IRP credentials actions are taken. [i.e., legacy system provides extensible Markup Language (XML) transactions to CVIEW or equivalent, which updates SAFER]	

Florida FY 2012 Expanded CVISN Project Plan

Core CVISN Functionality	Extended / Improved by Which Project Proposed in this Project Plan?
Proactively provide updates to carrier snapshots as needed when IRP credentials actions are taken. (i.e., legacy system provides XML transactions to CVIEW or equivalent, which updates SAFER)	
Provide IRP Clearinghouse with IRP credential application information (recaps).	
Review fees billed and/or collected by a jurisdiction and the portion due other jurisdictions (transmittals) as provided by the IRP Clearinghouse.	
Support electronic State-to-State fee payments via IRP Clearinghouse.	
Support electronic credentialing (electronic submission of applications, evaluation, processing, and application response) for International Fuel Tax Agreement (IFTA) registration.	
Proactively provide updates to carrier snapshots as needed when IFTA credentials actions are taken or tax payments are made. (i.e., legacy system provides XML transactions to CVIEW or equivalent, which updates SAFER)	
Support electronic tax filing for IFTA quarterly fuel tax returns.	
Retrieve IFTA tax rate information electronically from IFTA, Inc.	
Provide IFTA Clearinghouse with IFTA credential application information using available interface.	
Provide information on taxes collected by own jurisdiction and the portion due other jurisdictions (transmittals) to the IFTA Clearinghouse using available interface.	
Download for automated review the demographic information from the IFTA Clearinghouse.	
Download for automated review the transmittal information from the IFTA Clearinghouse.	
Provide commercial driver information to other jurisdictions via CDLIS (Commercial Driver's License Information System).	
State Electronic Screening Systems	
At one or more sites, provide electronic mainline or ramp screening for transponder-equipped vehicles, and clear for bypass if carrier and vehicle were properly identified and screening criteria were passed.	Feasibility Study for Electronic ID for Trip Permits

Florida FY 2012 Expanded CVISN Project Plan

Core CVISN Functionality	Extended / Improved by Which Project Proposed in this Project Plan?
Follow Federal Highway Administration (FHWA) guidelines for Dedicated Short-Range Communications (DSRC) equipment.	
Use snapshots updated by a SAFER/CVIEW subscription in an automated process to support screening decisions.	
Accept each qualified vehicle already equipped with a compatible transponder into your e-screening program without requiring an additional transponder.	
Enable the carrier to share information about the transponder that you issue with other jurisdictions, e-screening programs, or agencies.	
Carrier enrollment: Collect from the carrier a list of jurisdictions and/or e-screening programs in which it wishes to participate. Inform those jurisdictions and/or e-screening programs.	
Vehicle enrollment: Collect from the carrier a list of the vehicles for each jurisdiction and/or e-screening program. Inform those jurisdictions and/or e-screening programs.	
Record transponder number and default carrier ID for each vehicle that intends to participate in e-screening.	
Share carrier ID for each carrier that intends to participate in e-screening with other jurisdictions and/or e-screening programs as requested by the carrier.	
Share transponder number and default carrier ID for each vehicle that intends to participate in e-screening with other jurisdictions, e-screening programs, or other agencies as requested by the carrier.	
Verify credentials/safety information with authoritative source prior to issuing citation.	Feasibility Study for Electronic ID for Trip Permits

2. PROJECT 1: LPR CAMERA INSTALLATION(S)

Note: The State must submit an Expanded CVISN Program Plan/Top-Level Design (PP/TLD) that reflects any and all deployment projects proposed in this FY 2012 Expanded CVISN Project Plan. The PP/TLD must include detailed systems design information for all of the deployment projects proposed in this grant request, including deployment projects that extend or improve Core CVISN capabilities.

2.1 Project Description

Project Name (from approved Expanded CVISN PP/TLD): LPR System/PRISM Project

PP/TLD section number/page number reference for this project: Section 2.3 page 16

Lead Agency for this project: Department of Agriculture and Consumer Services (DACS)

Point of Contact: Pati Lytle, System Project Administrator,
Patricia.Lytle@freshfromflorida.com, (850) 245-1305

Brief Summary of purpose/functionality provided by the project: This project will provide for additional LPR camera deployments. As with other LPR deployments at DACS interdiction stations, the cameras will allow DACS personnel to rapidly identify those license plates/vehicles/cargo that have been reported stolen and also assist in the apprehension of individuals identified through Amber alerts and other BOLO applications. The DACS personnel consider the LPR technology a valuable tool in keeping Florida's roadways and agricultural environment safe. DACS recognizes that with an increasing amount of truck traffic on Florida's roadways and a limited amount of personnel to ensure safety, the LPR system is a much needed asset. The first known location identified for LPR deployment is the second lane on the ramp entering the DACS interdiction station on I-75. The station is expanding and adding an additional lane. Adding an additional LPR camera deployment is necessary to have complete LPR coverage at this station upon completion of the upgrades. Initially plate reads from this location will be run against criminal databases (FCIC and NCIC). Additional capabilities (database queries) will be added with the implementation of the LPR/PRISM project. DACS personnel keep a running total of 'hits' and outcomes and provides records of those incidents to the Florida CVISN team as part of Florida's performance metrics.

Resources and Needs: This project adds the same LPR equipment that is currently installed at the I-75 Interdiction station to an additional lane that is being added. The equipment is the same as that installed at 12 other DACS stations. The current construction at that site will be prewired for the equipment so when funds are secured, there will be a sole source procurement and the new system will be deployed. The functionality is the same as the other LPRs so no training will be required.

Has this project been funded in prior years by CVISN grants? ____ yes X no
If yes, explain what additional functionality will be funded by the current request:

2.2 Schedule and Milestones

In Table 2.1, *Schedule of Milestones*, the following information must be supplied:

- List of all milestones for this project
- Expected completion dates. Identify any dependencies on actions that are outside of the project’s control or State that there are none.

Project Start must be the first milestone, and Project End must be the last milestone. Note that projects should be staged and milestones identified so that at least one milestone is completed during each quarter of the overall project. Each milestone should also be tracked in the quarterly progress reports. In this FY 2012 Expanded CVISN Project Plan, the milestone dates are understood to be estimates; as the project proceeds, the estimated milestone completion dates should be updated in the quarterly progress reports.

Note that the schedule for this project will be adjusted as needed to coincide with the start date of the period of performance for this FY2012 grant.

Table 2.1: Schedule of Milestones

Milestone	Expected Completion Date
Project Start	2/1/2012
Begin Sole Source Procurement Process	2/1/2012
Issue Purchase Order	2/15/2012
Hardware/Software configured for new lane (8 weeks after P.O. receipt)	4/11/2012
Technical engineer on site to prep for installation	4/30/2012
Hardware installation on site	4/30/2012
Equipment Installation completed (7 days on site)	5/08/2012
Functional / Final acceptance testing performed (1 day)	5/09/2012
Project Acceptance	5/11/2012
Site One-Year Warranty	12 months
Project End	5/11/2013

There are no dependencies on actions that are outside of the project’s control.

3. PROJECT 2: LPR/CONTAINER # CAMERA SYSTEM INSTALLATION(S)

Note: The State must submit an Expanded CVISN Program Plan/Top-Level Design (PP/TLD) that reflects any and all deployment projects proposed in this FY 2012 Expanded CVISN Project Plan. The PP/TLD must include detailed systems design information for all of the deployment projects proposed in this grant request, including deployment projects that extend or improve Core CVISN capabilities.

3.1 Project Description

Project Name (from approved Expanded CVISN PP/TLD): LPR System/PRISM Project

PP/TLD section number/page number reference for this project: Section 2.3 page 16

Lead Agency for this project: Department of Agriculture and Consumer Services

Point of Contact: Pati Lytle, System Project Administrator,
Patricia.Lytle@freshfromflorida.com, (850) 245-1305

Brief Summary of purpose/functionality provided by the project: Station 4 located on State Road 51 in Suwannee County is currently a manual data entry station where license plate numbers and container numbers are entered manually into the DACS database. This previously low traffic site has experienced a significant increase in traffic and an automated camera system [both LPR and Container Number Reader (CCR)] is needed to keep pace with the traffic. This new technology deployment will be part of the infrastructure for the Container Number Database. As with other LPR deployments at DACS interdiction stations, the cameras will allow DACS personnel to rapidly identify those license plates/vehicles/cargo that have been reported stolen and also assist in the apprehension of individuals identified through Amber alerts and other BOLO applications. The DACS personnel consider the LPR and container number reading technology a valuable tool in keeping Florida's roadways and agricultural environment safe. DACS recognizes that with an increasing amount of truck traffic on Florida's roadways and a limited amount of personnel to ensure safety, the LPR and container number reading system is a much needed asset. Rather than allowing some trucks to traverse Station 4 without capturing the license plate and container numbers, the plan is to upgrade this station to automated data capture. In addition, the collection of container numbers is a useful tool for monitoring the movements of containers to and from the ports. This information combined with any BOLO reports can facilitate law enforcement efforts to locate potentially unsafe cargo. Plate and container numbers will be run against criminal databases (FCIC and NCIC) to check for criminal activity or stolen vehicle/cargo. DACS personnel keep a running total of 'hits' and outcomes and provides records of those incidents to the Florida CVISN team as part of Florida's performance metrics.

Resources and Needs: This project is to add the same Container Number Reader equipment that is currently installed at the busiest interdiction stations. Data capture at Station 4 is currently done manually, but current truck volumes have made 100% capture impossible. In order to keep

up with the volume of trucks at this station automation is required. The station is currently staffed, so the system will be monitored to assure that it is up at all times when the station is in operation. There will be a sole source procurement and the new system will be deployed. The functionality is the same as the other LPR/CNR systems so no training will be required.

**Has this project been funded in prior years by CVISN grants? X yes no
If yes, explain what additional functionality will be funded by the current request:**

The current request provides further infrastructure development required for this project.

3.2 Schedule and Milestones

In Table 3.1, *Schedule of Milestones*, the following information must be supplied:

- List of all milestones for this project
- Expected completion dates. Identify any dependencies on actions that are outside of the project’s control or State that there are none.

Project Start must be the first milestone, and Project End must be the last milestone. Note that projects should be staged and milestones identified so that at least one milestone is completed during each quarter of the overall project. Each milestone should also be tracked in the quarterly progress reports. In this FY 2012 Expanded CVISN Project Plan, the milestone dates are understood to be estimates; as the project proceeds, the estimated milestone completion dates should be updated in the quarterly progress reports.

Note that the schedule for this project will be adjusted as needed to coincide with the start date of the period of performance for this FY2012 grant.

Table 3.1: Schedule of Milestones

Milestone	Expected Completion Date
Project Start	2/1/2012
Begin Sole Source Procurement Process	2/1/2012
Issue Purchase Order	2/15/2012
Apply for local permit to run conduit under roadway	2/15/2012
Hardware/Software configured for new lane (8 weeks after P.O. receipt)	4/11/2012
Technical engineer on site to prep for installation	4/30/2012
Hardware installation on site	4/30/2012
Equipment Installation completed (10 days on site)	5/11/2012
Functional / Final acceptance testing performed (1 day)	5/14/2012

Florida FY 2012 Expanded CVISN Project Plan

Project Acceptance	5/14/2012
Site One-Year Warranty	12 months
Project End	5/14/2013

Project Dependencies:

If approval is received for both the 2nd camera installation at Interstate 75 and the camera system at Station 4, the system at Interstate 75 will take precedence over Station 4, and would delay initiation of the Station 4 project while contractor is onsite at the Interstate location.

Any delay in receiving the local permitting for installing conduit under the roadway would delay installation of the camera system at Station 4.

4. PROJECT 3: PAS (FORMERLY APASS) CONTINUED AUTOMATION

Note: The State must submit an Expanded CVISN Program Plan/Top-Level Design (PP/TLD) that reflects any and all deployment projects proposed in this FY 2012 Expanded CVISN Project Plan. The PP/TLD must include detailed systems design information for all of the deployment projects proposed in this grant request, including deployment projects that extend or improve Core CVISN capabilities.

4.1 Project Description

Project Name (from approved Expanded CVISN PP/TLD): Automated Permit Application Submission System (APASS) Enhancements

PP/TLD section number/page number reference for this project: Section 2.3 page 26

Lead Agency for this project: FDOT – Permits Office

Point of Contact: Bryan Hubbard, P.E., Structures Maintenance Engineer, bryan.hubbard@dot.state.fl.us, (850) 410-5516

Brief Summary of purpose/functionality provided by the project: This project would continue previous projects, allowing for additional enhancements and to fix any system issues that could arise due to system upgrades. This project allows for the incorporation of enhanced analytical modules developed to improve the accuracy and reliability of current vehicle modeling capabilities. Upon completion, this project will better reflect bridge capacities, and remove some of the routine permitting restrictions on overweight commercial vehicles – in essence improving the permitting process for both the state and the motor carrier industry.

Resources and Needs: At the writing of this grant application the permits department is in the final phase of a major overhaul of the permitting application and routing system. During the course of this project deployment issues were uncovered, such as system processing problems and data quality issues. As these were discovered the issues were addressed through programming modifications and data cleanup activities. Since permitting system enhancements/upgrades continue, the project managers are planning for the likely event that this will occur again with future enhancements. As these issues are identified, this information will be provided to FMCSA via the grant quarterly reports. Although FDOT currently does have project management staff resources, they need additional funding for consultant programming support and computer equipment purchases.

Has this project been funded in prior years by CVISN grants? yes no
If yes, explain what additional functionality will be funded by the current request:

Previous CVISN funding has been used to create the web application that will serve as the foundation for the entire project. The initial phase was funded by FDOT and was designed to replace outdated permitting software. The initial project was not able to transfer all of the

original functionality, so a phase 2 was started that allowed FDOT to continue automation efforts and incorporate all of the original systems’ functionalities into the new permitting system. Concurrent with the second phase we also utilized some CVISN funding to identify and develop the necessary data that we could use when the GIS routing portion of the project is added to the system. Once the data was identified, and a format was adopted, we began cleaning our data and placing our entire inventory into the GIS database. The remaining (unused) CVISN funds from the previous phases are designated for the GIS module development and for identifying the user requirements and system design for the remainder of the system.

4.2 Schedule and Milestones

Table 4.1: Schedule of Milestones

Milestone	Expected Completion Date
Project Start	7/1/2012
Requirements gathering/analysis completed	9/30/2012
Detailed design completed	3/30/2013
Software Development/Upgrades Complete	6/30/2013
Final acceptance testing performed	9/30/2013
Project Acceptance	12/31/2013
Go Live	1/31/2014
Project End	2/28/2014

There are no dependencies on actions that are outside of the project’s control.

5. PROJECT 4: IPAS KIOSK DEVELOPMENT

Note: The State must submit an Expanded CVISN Program Plan/Top-Level Design (PP/TLD) that reflects any and all deployment projects proposed in this FY 2012 Expanded CVISN Project Plan. The PP/TLD must include detailed systems design information for all of the deployment projects proposed in this grant request, including deployment projects that extend or improve Core CVISN capabilities.

5.1 Project Description

Project Name (from approved Expanded CVISN PP/TLD): Automated Permit Application Submission System (APASS) Enhancements

PP/TLD section number/page number reference for this project: Section 2.3 page 26

Lead Agency for this project: FDOT – Permits Office

Point of Contact: Bryan Hubbard, P.E., Structures Maintenance Engineer, bryan.hubbard@dot.state.fl.us, (850) 410-5516

Brief Summary of purpose/functionality provided by the project: FDOT is currently developing a new method (kiosks) for deployment of APASS to our Weigh in Motion facilities throughout the state. This project would allow for the purchase and deployment of the necessary hardware for these kiosks to be successful. To complement public and private sector permitting process improvements, IPAS will provide an internet based interface to the Permit Application System PAS (formerly APASS) that would allow commercial vehicle operators the ability to apply, pay for, and receive permits on site. Currently, if motor carriers do not have the necessary documentation, they must contact their dispatchers or a third party provider from the weigh station where they are detained to obtain the necessary permits required to operate in Florida. These kiosks will provide a much needed customer service to the trucking industry. These kiosks could also be used by the customer to interface with other internet based commercial vehicle applications (IRP, IFTA, etc.) and could potentially facilitate any efforts for Florida to become a Port of Entry State. FDOT personnel keep a running total of APASS transactions and provides records of those to the Florida CVISN team as part of Florida's performance metrics.

Resources and Needs: Currently commercial vehicle operators that need a permit in Florida may apply for one over the internet. Many times CV operators enter the state thinking they can purchase the necessary permit at the weight inspection stations. Currently this is not possible as there is not a way to issue the permit to the driver at the station. The need that is being addressed here is the CV operators need to get the needed permit as quickly as possible and get back on the road. By providing a method for the operator to purchase his permit at the station, he can avoid long waits which can sometimes be the entire weekend. There is now a solid foundation (IPAS) upon which the kiosk method of acquiring a permit can be built. Funding is needed for developer costs on this project.

Has this project been funded in prior years by CVISN grants? ___ yes X no
If yes, explain what additional functionality will be funded by the current request:

5.2 Schedule and Milestones

In Table 5.1, *Schedule of Milestones*, the following information must be supplied:

- List of all milestones for this project
- Expected completion dates. Identify any dependencies on actions that are outside of the project's control or State that there are none.

Project Start must be the first milestone, and Project End must be the last milestone. Note that projects should be staged and milestones identified so that at least one milestone is completed during each quarter of the overall project. Each milestone should also be tracked in the quarterly progress reports. In this FY 2012 Expanded CVISN Project Plan, the milestone dates are understood to be estimates; as the project proceeds, the estimated milestone completion dates should be updated in the quarterly progress reports.

Examples of milestones include:

- Vendor selection (if needed)
- Stakeholder input
- Requirements gathering/analysis completed
- Conceptual design completed
- Detailed design completed
- Development/testing systems in place
- Software iteration 'n' ready for integration testing
- Functional testing performed
- Interoperability testing performed
- Final acceptance testing performed
- Operations and maintenance plans identified
- Production systems in place
- "Go-live".

In addition, identify any dependencies on actions that are outside of the project's control (e.g., legislative change).

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Table 5.1: Schedule of Milestones

Milestone	Expected Completion Date
Project Start	7/1/2012
Begin Stakeholder input	7/1/2012
Requirements gathering/analysis completed	7/15/2012
Detailed design completed	8/1/2012
Begin Procurement Process	9/1/2012
NTP Issued	10/15/2012
Software Development Complete	11/15/2012
Unit Testing complete	11/22/2012
Equipment Installation	12/1/2012
Final acceptance testing performed	2/1/2013
Project Acceptance	4/1/2013
Pilot Period Complete/ System Go Live	7/1/2013
Project End	7/1/2013

There are no dependencies on actions that are outside of the project's control.

6. PROJECT 5: US DOT READERS AT WIM RAMPS

Note: The State must submit an Expanded CVISN Program Plan/Top-Level Design (PP/TLD) that reflects any and all deployment projects proposed in this FY 2012 Expanded CVISN Project Plan. The PP/TLD must include detailed systems design information for all of the deployment projects proposed in this grant request, including deployment projects that extend or improve Core CVISN capabilities.

6.1 Project Description

Project Name (from approved Expanded CVISN PP/TLD): Virtual Weigh Station(s)

PP/TLD section number/page number reference for this project: Section 2.3 page 22

Lead Agency for this project: FDOT Motor Carrier Size and Weight (MCSAW)

Point of Contact: Craig Wilson, Weigh Scale Program Manager, Craig.Wilson@dot.state.fl.us, 850-410-5462

Brief Summary of purpose/functionality provided by the project: This project allows for the deployment of US DOT number readers for automated 'look up' on motor carrier status. This status includes safety violations, out-of-service violations, delinquent fines, etc. In addition to improving safety by identifying and removing unsafe carriers from the roadways, FDOT recognizes that the US DOT number readers will also allow Florida to identify and collect over \$7M in delinquent fines and/or taxes from motor carriers utilizing Florida roadways. The US DOT readers will be deployed at 4 strategically located weigh stations. Current planned deployments are at the I-75 Wildwood SB, I-95 Yulee SB, I-10 Pensacola EB, and one additional location on I-95 to be determined based on input from weight inspectors and enforcement personnel. Additional capabilities (database queries) will be added with the implementation of the LPR/PRISM project. FDOT personnel will keep a running total of 'hits' and outcomes and provides records of those incidents to the Florida CVISN team as part of Florida's performance metrics.

Resources and Needs: Florida has already realized the successful deployment of a highly accurate US DOT reader at the I-4 weight inspection station. Reads for this system are very accurate which will provide for a large increase of automated enforcement activities. The greatest need for this project is funding to increase the magnitude of automated enforcement. Because the system captures US DOT numbers, it will be possible in a later phase to add a query to the PRISM target file to check for Out-of-Service activity of the vehicle/driver. Additionally, because there has already been a successful deployment, Florida has the knowledge to use an ITN (Invitation to Negotiate) which usually results in the most advanced system at the lowest cost.

Has this project been funded in prior years by CVISN grants? X yes ___no
If yes, explain what additional functionality will be funded by the current request:

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At the time this application was being written, two virtual weigh stations were being deployed in Florida with funding from the FY 2007 CVISN Grant. These systems do not have DOT reader systems. This FY2012 project will allow automated reading of USDOT numbers at current weigh stations.

6.2 Schedule and Milestones

In Table 6.1, *Schedule of Milestones*, the following information must be supplied:

- List of all milestones for this project
- Expected completion dates. Identify any dependencies on actions that are outside of the project's control or State that there are none.

Project Start must be the first milestone, and Project End must be the last milestone. Note that projects should be staged and milestones identified so that at least one milestone is completed during each quarter of the overall project. Each milestone should also be tracked in the quarterly progress reports. In this FY 2012 Expanded CVISN Project Plan, the milestone dates are understood to be estimates; as the project proceeds, the estimated milestone completion dates should be updated in the quarterly progress reports.

Table 6.1: Schedule of Milestones

Milestone	Expected Completion Date
Project Start	4/1/2012
Begin Procurement Process	4/1/2012
Vendor Selection / Contract Negotiation	7/1/2012
NTP Issued	8/1/2012
System Software Development	9/1/2012
Installation of data collection technologies	12/1/2012
Equipment Turn On & Testing, FDOT Inspection	12/15/2012
Officer Training, Pre Production Training	12/23/2012
Project Acceptance	1/15/2013
Site One Year Warranty	12 months
Project End	1/15/2014

There are no dependencies on actions that are outside of the project's control.

7. PROJECT 6: FEASIBILITY STUDY FOR ELECTRONIC ID FOR TRIP PERMITS

Note: The State must submit an Expanded CVISN Program Plan/Top-Level Design (PP/TLD) that reflects any and all deployment projects proposed in this FY 2012 Expanded CVISN Project Plan. The PP/TLD must include detailed systems design information for all of the deployment projects proposed in this grant request, including deployment projects that extend or improve Core CVISN capabilities.

7.1 Project Description

Project Name (from approved Expanded CVISN PP/TLD): Automated Permit Application Submission System (APASS) Enhancement

PP/TLD section number/page number reference for this project: Section 2.3 page 26

Lead Agency for this project: FDOT Motor Carrier Size and Weight (MCSAW)

Point of Contact: Bryan Hubbard, P.E., Structures Maintenance Engineer,
Bryan.Hubbard@dot.state.fl.us, 850-410-5516

Brief Summary of purpose/functionality provided by the project: Motor carriers are increasingly taking advantage of the FDOT APASS enhancements and obtaining their permits electronically. These carriers are also aware that the various screening systems deployed throughout the state should have some record of permit status on legally operating trucks. This project seeks to identify methods to electronically marry up permits with individual vehicles so they can be verified (in automated fashion) as they enter weigh stations, as they are identified at Virtual Weigh Site locations, when a truck is stopped by enforcement at roadside and also from roving enforcement vehicles as the trucks travel along the roadway. In addition to working with the Florida Trucking Association (an active member of Florida's CVISN team) for input on the various concepts, this project will include the piloting of different technologies for the electronic tagging of trucks for trip permits. The pilot portion of this project will include test plans, testing and demonstration. The results of the pilot project efforts will be reviewed and analyzed for potential statewide deployment. The pilot project will utilize existing readers along with some industry participants and volunteers (toll agencies, motor carriers, vendors, etc.) to test the concept, accuracy and feasibility.

Resources and Needs: FDOT is fortunate in that it has access to the FDOT Traffic Engineering Research Laboratory (TERL) which will provide testing of various ITS technologies with no cost to the project. TERL staff can also provide the resources to produce reports on the technologies they have tested. This allows the maximum amount of the budget to go for the FOT costs. It also provides this project with an unbiased testing project partner. Additionally, FDOT is in the unique position of having hosted the ITS World Congress in Orlando in October 2011. There is already hardware installed at the roadside that can be utilized for this project. This is a high cost

item that will be available for this project at no cost. In addition to funding, FDOT will work with industry partners for the FOT phase of this project.

Has this project been funded in prior years by CVISN grants? ___ yes X no
If yes, explain what additional functionality will be funded by the current request:

7.2 Schedule and Milestones

Table 7.1: Schedule of Milestones

Milestone	Expected Completion Date
Project Start	7/1/2012
Define State Requirements	8/1/2012
Literature Search Complete	12/1/2012
Report Consolidated Findings	1/2/2013
Dev. Work Plans & Recommendations	4/1/2013
Field Operational Test (FOT) Plan Complete	7/1/2013
FOT Launched	9/1/2013
FOT Complete	12/1/2013
Draft Report Complete	4/1/2014
Final Report Delivered	6/1/2014
Project End	6/1/2014

There are no dependencies on actions that are outside of the project's control.

8. PROJECT 7: OUTREACH TO INCREASE E-CREDENTIALING AND AUTOMATED PERMITTING VOLUME

Note: The State must submit an Expanded CVISN Program Plan/Top-Level Design (PP/TLD) that reflects any and all deployment projects proposed in this FY 2012 Expanded CVISN Project Plan. The PP/TLD must include detailed systems design information for all of the deployment projects proposed in this grant request, including deployment projects that extend or improve Core CVISN capabilities.

8.1 Project Description

Project Name (from approved Expanded CVISN PP/TLD): Electronic Credentialing System Enhancements and Automated Permit Application Submission System (APASS) Enhancement

PP/TLD section number/page number reference: Section 2.3 page 24 and page 26

Lead Agency for this project: FDOT

Point of Contact: Paul Clark, Incident Management/CVO Programs Manager, paul.clark@dot.state.fl.us, (850) 410-5607. David Helton, Bureau Chief, Dept. of Highway Safety and Motor Vehicles (DHSMV) will assist Paul with this project.

Brief Summary of purpose/functionality provided by the project: The Florida CVISN program has greatly enhanced the credentialing and permitting process by developing electronic/automated systems. Those motor carriers that are aware of these systems greatly appreciate the time and cost savings they experience when utilizing these services. However, most Florida motor carriers, when asked, are not aware of these electronic capabilities. In an effort to maximize the CVISN dollars utilized to build these systems, FDOT realizes that deliberate and targeted outreach is necessary. This project focuses on Outreach/Marketing/Education efforts for increasing industry utilization of both the APASS permitting system and the electronic credentialing systems put in place to decrease administrative costs and time (for carriers and FDOT/DHSMV) while improving customer convenience. This project will involve close communication with the Florida Trucking Association to identify the most cost-effective and productive methods to educate all industry segments. FDOT and DHSMV personnel keep a running total of transactions and provide records to the Florida CVISN team as part of Florida's performance metrics. Florida will consider system utilization numbers before this marketing project as the baseline and measure the rate of increase in utilization in the evaluation process.

Resources and Needs: Florida DHSMV has developed electronic/online credentialing systems for all motor carrier credentials which can legally be processed in an electronic fashion (hard copy of needed documentation is not required). These systems are available to all motor carriers. Usage of these systems has increased steadily since deployment in December 2007 and many are in the 10% target originally set under CVISN Level 1. These systems are used by the motor carriers and also by third party credentials processing providers. There is a need to increase the usage of all of Florida's CVISN systems, as only a small number of carriers are using them. As

previously stated, knowledge of this service is not widespread among the motor carrier community. A targeted outreach/marketing campaign, can achieve the objective of increasing utilization of the systems.

Has this project been funded in prior years by CVISN grants? ____ yes X no
If yes, explain what additional functionality will be funded by the current request:

8.2 Schedule and Milestones

Table 8.1: Schedule of Milestones

Milestone	Expected Completion Date
Project Start	4/1/2012
Gather Stakeholder Requirements	5/1/2012
Determine Outreach Methodology	6/1/2012
Launch Outreach Campaign	6/15/2012
Post Campaign Evaluation Complete	12/15/2012
Project End	12/15/2012

There are no dependencies on actions that are outside of the project's control.

9. PROJECT 8: CVISN SYSTEMS OPERATIONS & MAINTENANCE

9.1 Project Description

Purpose / Functionality provided: This project is for ongoing support of the operations and maintenance activities necessary to keep Florida CVISN systems functioning. Costs would include support for necessary operations and maintenance, necessary system upgrades and enhancements to Florida Core and Expanded CVISN Systems. Funds will also be used for travel expenses for CVISN related events such as CVISN workshops or onsite deployment testing and inspection.

Lead agency: FDOT

Point of Contact: Paul Clark, Incident Management/CVO Programs Manager,
paul.clark@dot.state.fl.us, (850) 410-5607

9.2 Schedule and Milestones

In Table 9.1, *Schedule of Milestones*, the following information must be supplied:

- List of all milestones for this project
- Expected completion dates. Identify any dependencies on actions that are outside of the project's control or State that there are none.

Project Start must be the first milestone, and Project End must be the last milestone. In this FY 2012 Expanded CVISN Project Plan, the milestone dates are understood to be estimates; as the project proceeds, the estimated milestone completion dates should be updated in the quarterly progress reports.

Table 9.1 Schedule of Milestones

Milestone	Expected Completion Date
Project Start	3/1/2012
CVISN Team members submit O&M funding request for year	3/15/2012
CVISN Team discussion, prioritization and selection for O&M support	4/1/2012
Funds disbursement for O&M tasks as selected by CVISN Team	4/1/2012
CVISN Team members submit O&M funding request for year	3/15/2013
CVISN Team discussion, prioritization and selection for O&M support	4/1/2013
Funds disbursement for O&M tasks as selected by CVISN Team	4/1/2013

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CVISN Team members submit O&M funding request for year	3/15/2014
CVISN Team discussion, prioritization and selection for O&M support	4/1/2014
Funds disbursement for O&M tasks as selected by CVISN Team	4/1/2014
Project End	3/1/2015

There are no dependencies on actions that are outside of the project's control.

10. PROJECT 9: FLORIDA WEIGHT INSPECTOR COSTS

10.1 Project Description

Purpose / Functionality provided: Florida State (non-federal) funds will be used to pay personnel costs for FDOT weight inspectors who are responsible for the operation of Florida’s PrePass e-screening system.

Lead agency: FDOT

Point of Contact: Paul Clark, Incident Management/CVO Programs Manager, paul.clark@dot.state.fl.us, (850) 410-5607

10.2 Schedule and Milestones

In Table 10.1, *Schedule of Milestones*, the following information must be supplied:

- List of all milestones for this project
- Expected completion dates. Identify any dependencies on actions that are outside of the project’s control or State that there are none.

Project Start must be the first milestone, and Project End must be the last milestone. In this FY 2012 Expanded CVISN Project Plan, the milestone dates are understood to be estimates; as the project proceeds, the estimated milestone completion dates should be updated in the quarterly progress reports.

Table 10.1 Schedule of Milestones

Milestone	Expected Completion Date
Project Start	1/1/2013
Provide Florida DOT State (non-federal) funding for Florida DOT Commercial Vehicle Weight Inspectors for 5 quarters	
Project End	4/1/2014

There are no dependencies on actions that are outside of the project’s control.

11. FLORIDA CVISN PROGRAM NARRATIVE

Program Needs Assessment: A thorough needs assessment of Florida's CVISN Program was conducted during preparation of the Expanded CVISN Program Plan and Top Level Design, which was approved in January 2010. The Executive Summary and Design/Deployment Issues Sections of the document address the existing situation and the problems that Florida plans to solve through implementation of our Expanded CVISN PP/TLD. These challenges and proposed solutions are identified on pages 2 – 4, and 58 of the Expanded CVISN PP/TLD. A major challenge for Florida, as is the case with many other states, is the issue of limited budgets and human resources to regulate the Commercial Vehicle industry which is predicted to have significant increases in volume in the coming years. An additional challenge area that wasn't present when the PP/TLD was written is the issue of doing "good" inspections to meet CSA requirements; while at the same time performing needed safety inspections of suspect vehicles/drivers. Florida "Needs" to be able to keep pace with additional truck volumes and additional safety inspection requirements, with limited financial and staff resources. The technology deployments recommended in Florida's PP/TLD and subsequent CVISN Grant Project Plans address the three biggest challenges Florida is facing, namely: limited budgets and staff, increased commercial vehicle volume and additional CSA requirements.

Performance Based Objectives: Florida's priorities and expected outcomes for the Expanded CVISN program are also addressed in the current Expanded CVISN PP/TLD. The Executive Summary addresses these issues as well as each of the project descriptions in the section on key functions of the project. Priority activities for Florida's CVISN Program are increasing the safety and security of Florida's traveling public, without placing any undue financial burdens on the CV operators. Priority activities include increasing automated enforcement activities to maximize the efficiency of existing personnel. This will be accomplished through the use of license plate readers, container number readers and US DOT readers. Direct beneficiaries of these technology deployments are the regulatory/enforcement agencies and also the commercial vehicle industry. The traveling public also benefits from sharing the roadway with only safe and legal CVs. There are several expected outcomes of the CVISN projects contained in this grant request. Florida expects increased automated enforcement activities through the deployment of LPR, Container Reader and US DOT reader systems. This increased activity will result in detection of CVs that attempt to avoid fixed weigh stations. Florida also expects to see an increase in the use of the online permitting application and electronic credentialing system after launching a targeted outreach/marketing campaign to the industry. Other expected outcomes are additional permitting system capabilities and accessibility; and a more efficient permitting process which will benefit FDOT as well as the motor carriers. Additional automation also increases the accuracy of permit data. Electronic IDs for trip permits benefits both enforcement and the CV industry. If permit information can be accessed in an automated fashion, enforcement officers avoid the time it takes to stop a driver and view the paper permit. CVs that have the appropriate permits save time by not having to stop for permit assessment – a time savings to both enforcement and to industry. Although not a "project," availability of operations and maintenance funding is critical to the program's success. This funding assures that the systems in which the state and the federal government have heavily invested, continue to function and provide benefit.

Activities: The activities for each project are addressed in the project purpose/functionality summary section.

Resources and Needs: The resources and needs for each project are addressed in the project purpose/functionality summary section.

Monitoring of Project Progress and Results: To monitor progress of the Expanded CVISN projects proposed in this grant, Florida will gather progress information in two ways. Project Managers are required to provide project updates during the CVISN meetings and also to provide status reports on a quarterly basis which are submitted with the CVISN quarterly grant reports. As additional POs are requested on projects, budgets are monitored to assure that projects remain on budget. Since all CVISN grant expenditures are paid through FDOT and the CVISN Program Manager approves all expenditures, there is one central point for tracking budget status. As projects deploy, the CVISN Program Manager works closely with the Project Manager to assure that the scope of procurement complies with the project descriptions in the PP/TLD and the Grant Project Plan. As the deployment schedule progresses, the CVISN Program Manager works with the project managers to assure that the project is deployed as contained in the grant guidance documents. Ad hoc meetings with project team members are utilized to assure that the project is progressing and abiding by the scope of work contained in the PP/TLD and Grant Project Plan.

Project results will be evaluated through ongoing dialog between the CVISN Program Manager and the respective CVISN Project Manager. The project managers are well aware, and consistently reminded that project deployments must follow the guidance documents in order to be funded by CVISN grant funds. In the case of system deployments, project managers must provide documentation that all system and acceptance tests passed and that the agency has accepted the delivered system. This information is included in the CVISN grant quarterly reports.

Florida currently reports most of the CVISN Program Performance Monitoring Requirements at the CVISN team meetings and in the minutes that are provided to the Tallahassee FMCSA Office. At this time the DHSMV is not able to determine FTEs for IRP and IFTA transactions.

Organizational Overview and Proposed Project Staff: As contained in the Expanded CVISN PP/TLD Executive summary, Florida DOT has been an active CVISN participant since 2000. The state has made multi-million dollar investment in the CVISN program and has met all FMCSA CVISN Core Capabilities. The current PP/TLD has been reviewed and approved by FMCSA. The electronic Credentialing System and CVIEW equivalent developed by Florida during the core deployment phase have both been certified by VOLPE. The program has an Executive Steering Committee which has ultimate authority for the program and meets on an as needed basis to provide program guidance. The Executive Steering Committee has approved all projects contained in the PP/TLD and support deployment of them.

Florida is proposing staff for their expanded CVISN projects from the agencies that have been active participants in the CVISN program since 2000. All partner agencies actively participate in

CVISN meetings and have representation on the CVISN Executive Steering Committee. In the event of staff turnover, the agencies start their progression planning well in advance of the current member leaving. Since 2000 there have been many team members that have retired or moved on to other positions, in all cases the respective agency planned for this and had the new CVISN team member trained by the time the exiting team member left. All staff that will work on the current CVISN grant projects have been active participants on the CVISN team and have held management or professional level positions within their respective agency for a minimum of three years. If detailed biographical information is required, resumes can be provided upon request.

Dissemination Plan: Florida actively shares CVISN project lessons learned and procurement information with other states during the CVISN Program Manager Teleconference meetings. Florida actively participates in these monthly meetings. Florida also has a history of conducting workshops on various freight related subjects (including CVISN projects) that draw participants from other CVISN states as well as FMCSA and FHWA personnel from Washington DC. Florida also participates in Federal CVISN evaluations and has provided a variety of information to Johns Hopkins APL, Battelle and Cambridge Systematics on an ad hoc basis when asked.

12. FINANCIAL PLANS

This section should provide details of the funding required to complete each proposed project and the funding sources (federal CVISN grant and other non-federal sources) that will be used.

Three tables are required:

- *Table 12.1 Cost Summary for FY 2012 Expanded CVISN / Extending Core CVISN Projects*
- *Table 12.2 Sources of Matching Funds for Projects in FY 2012 Expanded CVISN Project Plan*
- *Table 12.3 Federal Contribution to Funding for Projects in FY 2012 Expanded CVISN Project Plan*

Upon request, the State may be required to provide additional information regarding these estimates to FMCSA.

Table 12.1, *Cost Summary for FY 2012 Expanded CVISN / Extending Core CVISN Projects*, should summarize the cost components, including the total estimated amount of funding (from all sources, for all years) required for the State to complete the projects in the FY 2012 Expanded CVISN Project Plan. There must be one row for each project for which FY 2012 Expanded CVISN grant funding is requested. The last two rows should show the Total Cost and the Total FY 2012 Expanded CVISN Grant Request, respectively.

In Table 12.2, *Sources of Matching Funds for Projects in FY 2012 Expanded CVISN Project Plan*, list the sources and types of matching funds that will be used for the proposed FY 2012 projects. “Total Matching Funds” must be greater than or equal to the “Total FY 2012 Expanded CVISN Grant Request” shown in Table 12.1.

The top section of the table should show “direct” matching funds, that is, non-federal funds or resources that are directly applied to the costs of the specific project towards which the match is applied. All projects for which FY 2012 Expanded CVISN Grant funding is requested should be listed in this section. If a project is using indirect match only, insert “0” in the column for “Direct Match Amount”.

The bottom section of the table should show “indirect” matching funds, that is, non-federal funds or resources that are related to and help support a State’s Expanded CVISN program but that are not directly applied to the costs associated with the specific project towards which the match is applied. All projects contributing indirect matching funds should be listed.

Acceptable Non-Federal Funding Sources (second column) include State agencies such as the Department of Transportation, Department of Revenue, or State Police. Types of Funds (third column) may include: cash; substantial equipment or facilities contributions that are wholly utilized as an integral part of the project; or personnel services dedicated to the proposed deployment project for a substantial period, as long as such personnel are not otherwise

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supported with federal funds. If staff time is to be used as match, the staff must be from a State or local agency or a university and work on the project during the proposed schedule. Include a description of the staff's responsibility (e.g., system architect, program manager) in the "Type of Funds" column.

The Timeframe (fourth column) of the match must be within the period of performance of the FY 2012 Expanded CVISN Grant Agreement. The 'period of performance' for the FY 2012 Expanded CVISN Grant Agreement is from the earliest project start date to the latest project end date for this FY 2012 Expanded CVISN Project Plan. An exception to this is capital equipment expenditures, which may be pro-rated from the time that the State's Expanded CVISN Program Plan was approved.

In Table 12.3, *Federal Contribution to FY 2012 Expanded CVISN Project Funding*, list those projects for which FY 2012 Expanded CVISN grant funding is requested (as listed in Table 12.1). Federal Funding Source (second column) should indicate the grant program and the grant year. The state is responsible for verifying with the other federal programs the applicability of these funds to the Expanded CVISN project. The total of federal funds from all eligible federal sources of funding for the project (CVISN or non-CVISN) may not exceed 80% of the anticipated total cost of these Expanded CVISN projects. Please verify that "Total Federal Funds" as shown in Table 12.3 is less than or equal to 80% of "Total Expanded CVISN Cost" shown in Table 12.1.

Table 12.1: Cost Summary for FY 2012 Expanded CVISN / Extending Core CVISN Projects

Expanded CVISN / Extending Core CVISN Project Title	Anticipated Total Project Cost (all years and all sources)	FY 2012 CVISN Grant Request
LPR Camera Installation(s)	\$70,000	\$70,000
LPR/Container # Camera System Installation(s)	\$146,000	\$146,000
PAS (Formerly APASS) continued Automation	\$150,000	\$150,000
IPAS KIOSK Development	\$150,000	\$150,000
US DOT Readers at WIM Ramps	\$333,500	\$333,500
Feasibility Study for Electronic ID for Trip Permits	\$75,000	\$75,000
Outreach to Increase E-Credentialing and Automated Permitting Volume	\$20,000	\$20,000
CVISN Systems Operations & Maintenance	\$55,500	\$55,500
Florida Weight Inspector Costs	\$1,000,000	\$0
Total Cost	\$2,000,000	
Total FY 2012 Expanded CVISN Grant Request		\$1,000,000

Table 12.2: Sources of Matching Funds for Projects in FY 2012 Expanded CVISN Project Plan

FY 2012 Expanded CVISN Project Plan Project Title	Non-Federal Funding Source (i.e., State operating fund, Named Agency development fund)	Type of Funds (cash, equipment or facilities, personnel services)	Timeframe (include month and year)	Direct Match Amount
Projects/Expenditures Contributing Direct Matching Funds				
LPR Camera Installation(s)				\$0
LPR/Container # Camera System Installation(s)				\$0
PAS (Formerly APASS) continued Automation				\$0
IPAS KIOSK Development				\$0
US DOT Readers at WIM Ramps				\$0
Feasibility Study for Electronic ID for Trip Permits				\$0
Outreach to Increase E-Credentialing and Automated Permitting Volume				\$0
CVISN Systems Operations & Maintenance				\$0
Florida Weight Inspector Costs	FDOT State Funds	Personnel Services	1/2013-4/2014	\$1,000,000
Projects/Expenditures Contributing Indirect Matching Funds	Non-Federal Funding Source	Type of Funds	Timeframe	Indirect Match Amount
<i>EXPENDITURE CONTRIBUTING INDIRECT MATCH</i>				\$
Total Matching Funds				\$1,000,000

Note:
 “Total Matching Funds” must be greater than or equal to the “Total FY 2012 Expanded CVISN Grant Request” shown in Table 12.1.

Table 12.3: Federal Contribution to Funding for Projects in FY 2012 Expanded CVISN Project Plan

FY 2012 Expanded CVISN Project Plan Project Title	Federal Funding Source (Grant program & year)	Expanded CVISN Funds	Other Federal Funds Used for CVISN Project	Total Federal Funds
LPR Camera Installation(s)	CVISN FY2012	\$70,000	\$0	\$70,000
LPR/Container # Camera System Installation(s)	CVISN FY2012	\$146,000	\$0	\$146,000
PAS (Formerly APASS) continued Automation	CVISN FY2012	\$150,000	\$0	\$150,000
IPAS KIOSK Development	CVISN FY2012	\$150,000	\$0	\$150,000
US DOT Readers at WIM Ramps	CVISN FY2012	\$333,500	\$0	\$333,500
Feasibility Study for Electronic ID for Trip Permits	CVISN FY2012	\$75,000	\$0	\$75,000
Outreach to Increase E-Credentialing and Automated Permitting Volume	CVISN FY2012	\$20,000	\$0	\$20,000
CVISN Systems Operations & Maintenance	CVISN FY2012	\$55,500	\$0	\$55,500
Total		\$1,000,000	\$0	\$1,000,000

Note:

“Total Federal Funds” must be less than or equal to 80% of “Total Cost” shown in Table 12.1.