



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

Grant Agreement

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|---|------------|--|--|--|-------------------------|
| 1. RECIPIENT NAME AND ADDRESS Florida Department of Transportation 605 Suwannee St Ms 90 Tallahassee, FL 32399-0001 | | 2. AGREEMENT NUMBER: FM-CVN-0075-14-01-00 | | 3. AMENDMENT NO. 0 | |
| 1A. IRS/VENDOR NO. 593024028 | | 4. PROJECT PERFORMANCE PERIOD: FROM 09/12/2014 TO 09/11/2017 | | 5. FEDERAL FUNDING PERIOD: FROM 09/12/2014 TO 09/11/2017 | |
| 1B. DUNS NO. 809397102 | | 6. ACTION New | | | |
| 7. CFDA#: 20.237 | | FUNDING | | TOTAL | |
| 8. PROJECT TITLE Support of the operations and maintenance (O&M) activities necessary to keep Florida CVISN systems functioning | | 9. TOTAL FEDERAL AMOUNT OF THIS AGREEMENT | | 407,500.00 | |
| | | 10. TOTAL MATCHING AMOUNT OF THIS AGREEMENT | | 407,500.00 | |
| | | 11. TOTAL AMOUNT OF THIS AGREEMENT | | 815,000.00 | |
| 12. GRANTEE PROGRAM MANAGER Mr. Mark Wilson | | 12A. GRANTEE PROGRAM MANAGER EMAIL mark.wilson@dot.state.fl.us | | | |
| | | 12B. GRANTEE PROGRAM MANAGER PHONE NUMBER 850-410-5419 | | | |
| 12C. GRANTEE PROGRAM MANAGER ADDRESS 605 SUWANNEE ST TALLAHASSEE, FL 32399-6544 | | | | | |
| 13. GRANT PROGRAM OFFICER James Ross-gmo | | 13A. GRANT PROGRAM OFFICER EMAIL james.ross@dot.gov | | | |
| | | 13B. GRANT PROGRAM OFFICER PHONE NUMBER 202-366-0133 | | | |
| 14. INCORPORATED ATTACHMENTS FMCSA Financial Assistance Agreement General Provisions and Assurances; grantee project plan and budget incorporated by reference unless/except as noted below. | | | | | |
| 15. STATUTORY AUTHORITY FOR GRANT/COOPERATIVE AGREEMENT 49 USC Sec. 31106 Historical and Statutory Note; SAFETEA-LU, Pub. L. No.109-59, 4101(c)(4), 4126 (2005), amended by MAP-21 Pub. L. No.112141, Sec. 32603(e), 32605 (2012) | | | | | |
| 16. REMARKS FMCSA approves the project plan and budget without specific changes; however, FMCSA will only make reimbursement for these activities for amounts up to the value indicated in box 9 of this document. If the grantee is requesting indirect costs, it may not request these costs for reimbursement until it has submitted to FMCSA an executed indirect cost rate agreement. | | | | | |
| 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, State Program Manager | | |
| 18. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed | | 18A. DATE 09/19/2014 | 20. SIGNATURE OF AUTHORIZED FMCSA OFFICIAL Electronically Signed | | 20A. DATE 09/19/2014 |
| AGENCY USE ONLY | | | | | |
| 21. OBJECT CLASS CODE: 41000 | | | 22. ORGANIZATION CODE: M300000000 | | |
| 23. ACCOUNTING CLASSIFICATION CODES | | | | | |
| DOCUMENT NUMBER | FUND | BY | BPAC | AMOUNT | |
| FM-CVN-0075-14-01-00 | 17X05714IT | 2014 | 090571CVNA | 407,500.00 | |

AWARD ATTACHMENTS

Florida Department of Transportation

FM-CVN-0075-14-01-00

1. FY 2014 FMCSA Financial Assistance Agreement General Provisions and Assurances

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

FINANCIAL ASSISTANCE AGREEMENT GENERAL PROVISIONS AND ASSURANCES

January 2014

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), as amended by Moving Ahead for Progress in the 21st Century, Pub. L. No. 112-141, 126 Stat. 405 (2012) granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub. L. 109-59, §4101, 119 Stat. 1144, 1725 (2005), as amended by Moving Ahead for Progress in the 21st Century, Pub. L. No. 112-141, § 32605, 126 Stat. 405, 805-808 (2012) 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 prevents 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. Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees

- i.** Subject to the requirements in 49 CFR 18.21, payments will be made after receipt of required FMCSA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.

- ii. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.
- iii. Grant Recipient Requirements
 - 1. Recipient must have internet access to register and submit payment requests through the Delphi eInvoicing system.
 - 2. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

iv. System User Requirements

- 1. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.
- 2. The DOT will send the Recipient an email with an electronic form to verify the Recipient's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

DOT Enterprise Services Center
FAA Accounts Payable, AMZ-100
PO Box 25710
Oklahoma City, OK 73125

- 3. The DOT will validate the form and email a user ID and password to the Recipient. Recipient should contact the FMCSA grants office with any changes to their system information.
- 4. Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

v. Waivers

- 1. DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by

contacting FMCSA. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

c. 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 at least 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 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 FMCSA's financial processor.

d. 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.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 49 CFR § 18.21(f) State, local government, and Indian tribal Recipients and subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments. In accordance with 49 CFR § 19.22, to the extent available, Non profit organization Recipients and subrecipients shall disburse funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

f. 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.

g. 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 placeholder 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.

h. 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.

i. 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. Program Income

Recipient agrees to comply with the regulations relating to program income, located at 49 CFR §§ 18.21(f), 18.24(b)(4), 18.25 for State, local government, and Indian tribal recipients and subrecipients and 49 CFR §§19.22(g), 19.24, and 19.34(d) for non-profit organizations.

Program income means gross income earned by the recipient, subrecipient, or contractor under a grant, that is directly generated by a grant supported activity or earned as a result of the award during the award period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

Recipients agree to use the Program income in accordance with 49 CFR §18.25(g) (for State, local government, and Indian tribal recipients and subrecipients) and 49 CFR § 19.24(b) (for nonprofit organizations).

Section 19. 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 20. 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, 794(d), 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; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Recipient also agrees to comply with the FMCSA Title VI Assurances.

Section 21. 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 22. 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 23. 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 interfere 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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 30. Liability.

The Recipient acknowledges it is responsible for 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. The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient, its officers, 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 31. 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 32. 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 33. 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 34. 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 35. 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 36. 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 37. 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 38. Adaptability to Climate Changes

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer-reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 39. 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 40. Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of \$25,000 or more that OMB create a searchable, no cost, publicly accessible website(<http://usaspending.gov/>) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier subgrantee awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non Recovery Act federally funded grants and cooperative agreements of \$25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

Section 41. Executive Order 13513

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages grantees to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the grantee agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 42. 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.

**PROJECT PLAN FOR THE
FY 2014 COMMERCIAL VEHICLE INFORMATION SYSTEMS AND NETWORKS
(CVISN) DEPLOYMENT GRANT PROGRAM**

EXPANDED CVISN

Date March 28, 2014

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 Paul Clark

Telephone (850) 410-5607

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

State Point of Contact for FY 2014 Expanded CVISN Project Plan (this document)

Name Marie Tucker

Telephone (850) 410-5619

E-mail Address marie.tucker@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 (PP/TLD) (please attach the FMCSA PP/TLD approval letter to the application)

Date February 1, 2010

Title Expanded CVISIN 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 Applicant must include a chapter (e.g., Chapters 2, 3, through N in the State's Fiscal Year (FY) 2014 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 (PP/TLD), operations and maintenance costs, or memberships and fees); these are Chapters 2 and 3, respectively in this FY 2014 Expanded CVISN Project Plan template. Please replicate the appropriate project chapter template(s) and/or delete the inappropriate template as needed.

If the Applicant is requesting a new project(s) in this application that is not in the approved PP/TLD, then the Applicant must submit the revised PP/TLD for FMCSA review and approval. This PP/TLD must reflect any and all deployment projects proposed in this Expanded CVISN Project Plan. The PP/TLD must also include detailed systems design information for all of the deployment projects proposed in this grant request.

**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 2014 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 PP/TLD. If any project contained in this Project Plan is not included in the State's approved PP/TLD, a revised PP/TLD must be submitted with the application for FMCSA review and approval.

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. Electronic BOL Input System | | | | | X | |
| 2. PAS Continued Automation | | | | | X | |
| 3. CVISN System Operations & Maintenance | | X | | | | |

Outline for State FY 2014 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 and requesting funds for operations and maintenance costs, as well as CVISN-related 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 2014 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> | |

| 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 Continued Automation |
| Enhance interfaces and systems for information sharing to provide improved access to more current and accurate credentials information for authorized stakeholders. | |
| Offer a variety of standard e-payment options. | |
| Increase e-credentialing transaction volume. | |
| <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. | |
| 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)]. | |
| Expand the use and capabilities of virtual/remote sites to increase enforcement effectiveness. <ul style="list-style-type: none"> • Virtual Weigh Stations | |
| 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 | |
| Deploy WiFi capabilities at fixed inspection sites/points of entry for use by both State personnel and Commercial Motor Vehicle (CMV) drivers. | Electronic BOL Input System |
| <i>(add more rows for other projects as needed)</i> | |
| Enhanced Safety Information Sharing | |
| <i>Indicate which project provides any of the following capabilities, or add a brief description of the functionality provided.</i> | |

| Expanded CVISN Capability | Implemented / Enhanced by Which Project Proposed in this Project Plan? |
|--|---|
| 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 2014 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 | |

| Core CVISN Functionality | Extended / Improved by Which Project Proposed in this Project Plan? |
|---|--|
| 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] | |
| 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. | |

| Core CVISN Functionality | Extended / Improved by Which Project Proposed in this Project Plan? |
|---|--|
| 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. | |
| 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. | |

FY 2014 Expanded CVISN Project Plan

| Core CVISN Functionality | Extended / Improved by Which Project Proposed in this Project Plan? |
|--|--|
| Verify credentials/safety information with authoritative source prior to issuing citation. | Electronic BOL Input System |

2. PROJECT 1: ELECTRONIC BOL INPUT SYSTEM

Note: If the Applicant is requesting funds for projects not in the approved PP/TLD, then the Applicant must submit the revised PP/TLD that reflects any and all deployment projects proposed in this FY 2014 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

Note: The FMCSA will review all application packages for FY 2014 CVISN funding for eligibility, completeness, and timeliness of submission. The FMCSA will evaluate each of the required proposal elements. Applicants are instructed to follow the guidance in the notice of funding availability to complete this section.

Project Name: Electronic BOL Input System

PP/TLD section number/page number reference for this project: Section 2.3, page 28

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

Point of Contact (name, e-mail address, phone): Lynn McElroy, mcelroyl@dor.state.fl.us, (850) 717-7075

Project Narrative:

Problem Statement: The Florida Department of Agriculture and Consumer Services (DACS) and the Florida Department of Revenue (DOR) have a longstanding partnership to gather bill of lading (BOL) data from shipping companies who are importing goods into the State. This bill of lading data is used to insure use tax is collected from businesses and individuals who purchase goods out of state with no taxes imposed and import these goods for use in the State. By collecting the taxes, we ensure that in-state businesses that are required to collect and remit taxes on their sales are not at an economic disadvantage. The DACS images BOLs at their inspection stations. The BOLs are then electronically transferred to the DOR. DOR researches the bills of lading to determine the taxability of the items coming into Florida, then contacts the end users of the products and collects all applicable taxes. Since the inception of the program an additional \$196,397,879.24 of tax revenue due to the state has been collected.

The process of imaging the BOLs sometimes caused trucks entering the inspection stations to back up into the interstate, causing safety issues. To help alleviate interstate congestion and speed up movement of goods, the electronic bypass program, presently called AgPass, was authorized. The electronic bypass program allows trucking companies who do not haul agricultural products to apply to DACS, with the approval of DOR, to by-pass the Florida

inspection stations. The electronic bypass application does stipulate, if requested by DOR, the BOLs be electronically transmitted quarterly to DOR. Since inception of the electronic bypass option, the number of companies using this option has grown tremendously. To date, 3621 companies have applied to utilize the electronic bypass program. With more companies using electronic bypass program, the amount of goods coming into Florida bypassing the inspection stations has steadily increased. The number of trucks bypassing the stations has increased from 1,072,203 in 2007 to 1,558,769 in 2013.

The current challenges DACS and DOR face are:

1. DOR has limited information technology resources to process and manipulate the high volume of data received electronically from the shipping companies.
2. DOR has limited human resource available to sort through the high number of BOLs to determine taxability of products shipped into Florida.
3. Properly identifying which companies, utilizing the electronic bypass system, are carrying taxable tangible personal property to request data from in order for DOR to maximize tax collections.
4. The transmission of data to DOR is sometimes burdensome for trucking companies. For larger companies, the data files are too large to transmit via DOR's secured e-mail, therefore, thumb drives, disks or CTIS software are currently being utilized. Smaller companies do not have the resources or infrastructure to send the data electronically.
5. The limited ramp size at the DACS sites can cause excessive queuing resulting in unsafe conditions for the motor carriers.

Keeping up with emerging technology. Many transportation companies are no longer receiving paper BOLs. They are being downloaded electronically to an application on a "smart" phone or a tablet. The DACS officers currently do not have the technology to receive this data via imaging and the information is not being gathered in another format.

Project Goal(s) and Objective(s):

The CVISN project goals and objectives are:

1. To increase revenue collection, by efficiently capturing all BOL data electronically, without creating an undue burden on the trucking companies.
2. To assure the out of state purchases imported into the State for use are accurately taxed so the instate businesses are not at a competitive disadvantage.
3. To encourage more carriers to utilize the electronic bypass program, this reduces the carrier's downtime and increases the efficiency of product movement.
4. Limit queue lengths at existing DACS interdiction stations.

Work Plan: Proposed Tasks: Since inception, DOR has collected \$7,463,642.85 in CVISN tax collections. As in the past, DOR will continue to contact AgPass participants to have them submit their BOL data electronically. DOR will explain the registration, filing frequency and data submission requirements. With the funds from this grant, it is the intent of DOR to secure an

outside vendor to build and maintain an “on-line” registration process that will create user accounts and allow users to submit BOL data via the web-site. The submission of data will allow the user several options for submitting the data, including, but not limited to, excel, cvs, scanned, pdf, ocr or manual input method. The vendor will process the unstructured data, convert it into a standard format and transmit the data to DOR for storage.

DOR would provide the staff to work the data. DOR will also track the amount of incoming data, the number of leads worked, and the number of cases with collection and percent of leads resulting in a collection. The objective is to become more efficient and effective with our resources and the ultimate goal is to increase the amount of tax revenue recovered.

Evaluation or Monitoring Plan: DOR is responsible for evaluating and monitoring the project implementation. The project reporting will measure increased revenues post implementation and vendor accountability. Our revenue reports will be presented at each quarterly CVISN meetings. DOR reports will include baseline revenue collections from previous years as compared to the performance post implementation. Reports will specifically highlight quarterly tax revenue collections, increase in collections over previous reporting periods, cases created with tax collected, and the increase in number of cases post implementation. Accountability reports from the vendor will include the total number of participants pre-implementation to the number of participants post-implementation. The vendor reports will also include schedule and implementation updates on progress regarding timelines and milestones met. In addition, they will report on implementation issues and mitigation strategies developed to achieve the operational plan.

Organizational Capacity:

The **mission** of the Florida Department of Revenue is:

To serve citizens with respect, concern and professionalism;

To make complying with tax and child support laws easy and understandable;

To administer the laws fairly and consistently; and

To provide excellent service efficiently and at the lowest possible cost.

The **vision** of the Florida Department of Revenue is:

An agency that is **accessible** and **responsive** to citizens, provides **fair** and **efficient** tax and child support administration and achieves the highest levels of **voluntary** compliance.

The CVISN partnership between DACS and DOR has a proven history of success. In order to continually improve and serve as a benchmark for others to follow, this program will have to adapt to technological changes in the trucking industry. Our data capture, retrieval, collection, manipulation and storage systems must remain state-of-the art, leveraging information systems to enhance tax collection which will provide vital services to the citizens of Florida. Florida has always been on the forefront and served as a model to other states. Our goal is to continue to partner with DACS and provide the tools and resources needed to make the CVISN program a continued success.

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 2014 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).

Table 2.1: Schedule of Milestones

| Milestone | Expected Completion Date |
|-------------------------------|--------------------------|
| Project Start | 7/1/2015 |
| Begin Procurement Process | 7/01/2015 |
| Issue Purchase Order | 7/15/2015 |
| Vendor Programming | 8/1/2015 |
| Functional / Final acceptance | 8/2/2016 |
| Project Acceptance | 8/10/2016 |
| Project End | 8/15/2016 |

2.3 Budget Narrative

The Budget Narrative should thoroughly and clearly justify or explain each Budget Category (Object Class) and follow all guidelines and limitations as provided in the application package. The Budget Narrative must be clear, specific, detailed, and mathematically correct; it should correspond to the information and figures on the budget forms. A well-written Budget Narrative allows the Applicant and FMCSA to understand all costs included in the budget and to monitor the expenditure of funds and determine whether the budget items are allowable for reimbursement under Federal cost principles.

| Project Name | |
|-----------------|--------------|
| Personnel Costs | \$ |
| Fringe Benefits | \$ |
| Travel | \$ |
| Equipment | \$ |
| Supplies | \$ |
| Contractual | \$375,000.00 |
| Construction | \$ |
| Indirect Costs | \$ |
| TOTAL | \$375,000.00 |

3. PROJECT 2: PAS CONTINUED AUTOMATION

Note: If the Applicant is requesting funds for projects not in the approved PP/TLD, then the Applicant must submit the revised PP/TLD that reflects any and all deployment projects proposed in this FY 2014 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

Note: The FMCSA will review all application packages for FY 2014 CVISN funding for eligibility, completeness, and timeliness of submission. The FMCSA will evaluate each of the required proposal elements. Applicants are instructed to follow the guidance in the notice of funding availability to complete this section.

Project Name (from approved Expanded CVISN PP/TLD): PAS Continued Automation

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

Lead Agency for this project: Florida Department of Transportation (FDOT), Permits Office

Point of Contact (name, e-mail address, phone): Thomas Beitelman,
Thomas.beitelman@dot.state.fl.us, (850) 410-5639

Project Narrative:

Problem Statement: Since the beginning of the Permit Application System (PAS) project, FDOT has struggled to collect, cleanse, build and provide a complete and accurate data set for GIS routing. This inability to provide adequate and accurate routing has limited FDOT's ability to release a fully automated system to the public for self-permit issuance of routine permits. It is also costing FDOT an additional estimated \$300,000 annually through FDOT's current 5 year contract for the daily operations of the Oversize/Overweight Road Use Permit Office. Customers have also written complaints to FDOT regarding the current GIS Routing in PAS.

Although the PAS application was built with all of the functionality requested by FDOT, it lacks additional functionality which was not realized by the Department and its customers until after deployment of the system. The requested enhancements needed for the application would make it more accurate, accommodate for loads unique to Florida, more user friendly, provide cost savings and increase customer utilization

Project Goal(s) and Objective(s): Outsourcing the GIS routing and data to a vendor will provide FDOT and its customers with unlimited resources for improved and accurate routing. The vendor will provide FDOT with accurate data which returns all roadway networks, provides connectivity, positions bridge locations accurately, returns exit numbers, accounts for oversize restrictions and analyzes routes for overweight restrictions. This would decrease FDOT's review

by approximately 50% once an accurate and complete data set is built, delivered and maintained. FDOT will then be able to deliver a fully automated system to the commercial vehicle industry.

Delivery of the additional enhancements, realized subsequent to deployment of the PAS application, will increase customer utilization of the system from approximately 55% to an estimated 80%. Also, self-permit issuance will increase by, at a minimum, 50%.

Work Plan: Proposed Tasks: FDOT proposes to utilize funding to hire a vendor to collect, cleanse, build and provide a complete and accurate data set for GIS routing to the Department. The vendor shall also provide quarterly updates to the data set within 5 business days of the release of any roadway network updates. The Vendor will also be responsible for updating bridge data in the data set whenever there are bridge replacements, removal and/or new bridges to FDOT inventory.

FDOT plans to solicit quotes from vendors by providing a detailed list of requested enhancements. FDOT will provide the potential vendors with a set cost and require each vendor to provide individual pricing for each deliverable. This will allow FDOT to select the vendor offering the most deliverables with the best understanding of the project scope via the request for qualification (RFQ) process. The enhancements are as follows:

- Ability to manage bridge data in PAS and the results returned upon analysis
- Enhance existing validation and create validations for specific permits and fields in PAS related to Florida Statute 316.515
- Enhanced GIS routing options and tools
- Enhanced management of data set for GIS routing
- Enhanced printing and mailing options for permits
- Restrict travel on the Interstate Highway System for overweight divisible loads
- Include permit options for overweight farming/agricultural equipment
- Update existing weight restrictions maps into interactive maps
- Enhanced auto payment options
- Improved user interface uniformity
- Develop CBT for internal and external users

Evaluation or Monitoring Plan: FDOT's intends to use an agile approach wherein each deliverable is deconstructed into individualized functions/modules during the life cycle of the project. FDOT will also appoint a Project Manager for each project. The Project Manager will be responsible for gathering all requirements, update all stakeholders on a weekly basis, assess and manage risks, schedule testing, deployment oversight and final acceptance. The Project Manager will also work directly with FDOT's Office of Information System to ensure vendor compliance with FDOT policy.

Organizational Capacity: FDOT has a unique advantage in that we were able to build the PAS application in-house with dedicated resources using CVISN funding. We are attempting to improve upon the original system by outsourcing the design and construction of integral pieces of the system while maintaining ownership of the code.

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 FY11 and FY12 CVISN grant funding was used to develop and application which incorporated all of FDOT's existing permit analysis tools into one system (PAS). PAS was also funded to allow for GIS routing. All of the items requested in the previous grants were delivered however; FDOT and its customers realized several additional functions needed (after PAS was deployed) which were not addressed in the original proposals. The additional functionality will increase customer utilization of PAS, decrease FDOT analysis of permit applications, provide significant annual cost savings and promote inter-agency collaboration.

3.2 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 2014 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).

Table 3.1: Schedule of Milestones

| Milestone | Expected Completion Date |
|---|--------------------------|
| Project Start | 7/18/2014 |
| Begin Stakeholder Input | 7/21/2014 |
| Requirements Gathering/Analysis Completed | 10/31/2014 |
| Detailed Design Completed | 6/30/2015 |
| Software Development/Upgrades Complete | 11/30/2015 |
| Final Acceptance Testing Performed | 12/31/2015 |
| Project Acceptance | 1/31/2016 |
| Go Live | 2/28/2016 |
| Project End | 2/28/2016 |

3.3 Budget Narrative

The Budget Narrative should thoroughly and clearly justify or explain each Budget Category (Object Class) and follow all guidelines and limitations as provided in the application package. The Budget Narrative must be clear, specific, detailed, and mathematically correct; it should correspond to the information and figures on the budget forms. A well-written Budget Narrative allows the Applicant and FMCSA to understand all costs included in the budget and to monitor the expenditure of funds and determine whether the budget items are allowable for reimbursement under Federal cost principles.

| Project Name | |
|-----------------|-----------|
| Personnel Costs | \$ |
| Fringe Benefits | \$ |
| Travel | \$ |
| Equipment | \$ |
| Supplies | \$ |
| Contractual | \$300,000 |
| Construction | \$ |
| Indirect Costs | \$ |
| TOTAL | \$ |

4. PROJECT 3: CVISN OPERATIONS & MAINTENANCE

4.1 Project Description

Note: The FMCSA will review all application packages for FY 2014 CVISN funding for eligibility, completeness, and timeliness of submission. The FMCSA will evaluate each of the required proposal elements. Applicants are instructed to follow the guidance in the notice of funding availability to complete this section.

Purpose / Functionality provided: This project is for ongoing support of the operations and maintenance (O&M) activities necessary to keep Florida CVISN systems functioning. Costs would include support for necessary O&M, necessary system upgrades and enhancements to Florida Core and Expanded CVISN Systems. Upgrades and enhancements would apply to both hardware and software.

Lead agency: Florida Department of Transportation

Point of Contact (name, e-mail address, phone): Paul Clark, Incident Management/CVO Program Manager, paul.clark@dot.state.fl.us, (850) 410-5607

Project Narrative:

Problem Statement: Florida has made a substantial (multi-million-dollar) investment in the State's CVISN program Core and Expanded project deployments. Once systems are deployed they require continued funding in order to provide the intended function or service. In addition to routine operations costs, such as monthly internet connectivity charges, annual software licensing fees, etc., CVISN project deployments also require maintenance of the hardware/equipment components and enhancements or upgrades to the software components of the various CVISN sub-systems. Additionally, it is well known that equipment has a product life cycle at the end of which the equipment should be replaced. To ignore this fact would greatly decrease the reliability of the system. Also, with the ever increasing speed at which knowledge and technology advance, what was the state of the art when deployed, quickly becomes outdated (and many times no longer supported by the manufacturer). The only way to assure the continuation of the current CVISN functionalities is to provide an ongoing source to fund the required O&M costs. Failure to plan for, and provide funding for, these costs would be short-sighted and jeopardizes the continuation of Florida's Core CVISN certification and participation in the National CVISN program.

The Florida Agricultural Tag Recognition system was initially installed at seven interstate sites located throughout the Florida Panhandle in December 2005. The following year additional inspection station locations on major highways were added to the system, and over the course of several years the system grew to 13 locations with 17 lanes of installed camera systems. In 2008 the ability to track shipping containers was added to the program, and as of the fall of 2010, every inspection station had the ability to capture tag and container numbers by either camera or manual entry.

The data, in addition to hitting FCIC and NCIC to verify stolen vehicle information, has also been exported in real time to the Department of Justice since 2010 to assist with their information gathering. This same data will also be exported to the new Florida Container Number Database, scheduled for completion by March 2013. In addition, private trucking companies routinely ask for our assistance in both tracking possible stolen vehicles, even before the information is entered into NCIC, as well as tracking drivers who have fallen off their corporate grid.

Since the system has been implemented, it has produced in excess of 600 hits. Of those, 108 trucks / trailers have been confirmed as stolen. Forty eight vehicles have been recovered, 25 arrests have resulted from the information, and since FY 2009-2010, vehicles and contents totaling \$851,985 have been recovered.

Technology continues to evolve, the original equipment is past industry end-of-life, and new technology will allow the system to better perform in the difficult environments at the Florida Agricultural Inspection Stations. Original PCs and cameras are no longer supported for repair issues. The newer industrial grade PCs will hold up better to the dust, dirt and diesel fumes at the station locations as they are engineered for extreme temperatures, humidity, vibration and shocks, airborne particles such as smoke and corrosive materials such as diesel fumes, fluctuating power sources, etc., as well as continued (24/7) use.

The solid state drives are less susceptible to physical shock, are silent, have shorter access times and latency, and have reduced data corruption due to power loss.

In addition, the upgraded operating system will support use of the latest software versions, improving image capture performance. Improved camera lens technology will improve the current OCR accuracy. Fewer components in the PC design reduces the number of system failures, and the fan-less design improves performance in the dirty environment at these stations. Strobed LED illumination will reduce power consumption and monthly bulb replacement.

Project Goal(s) and Objective(s): The goal of Florida's CVISN Program O&M project is to plan for and fully fund the ongoing costs for O&M; to understand when upgraded software or newer technology should be deployed to provide the best system functionality for the best price; and to manage this process to maximize Return on Investment (ROI) for all suggested/requested system upgrades or enhancements. The objectives of this project are to assure 100% uptime of the CVISN sub-systems and to provide full CVISN core and expanded capabilities to regulatory and industry stakeholders. Uptime of 100% is defined as the requisite CVISN systems being available 100% of the time that they are required by the various stakeholders (weight inspectors, permits office, motor carriers, and commercial vehicle enforcement officers). Core CVISN capabilities to be measured are electronic credentialing and electronic screening. Expanded CVISN systems uptime to be measured are LPR capability, USDOT reader capability, Container Number Data Base functionality, automated permitting system availability, LPR/PRISM system capability, and Electronic Freight Theft Management system availability.

Work Plan: Proposed Tasks: Currently there is one known major O&M project that has been submitted and approved. This activity is for the upgrading of the LPR systems deployed by the Department of Agriculture and Consumer Services (DACS). This LPR system currently reads all trucks that pass through DACS interdiction stations throughout Florida. Because all trucks, including rental trucks must pass through the DACS interdiction stations, these LPR systems read and check approximately 15 million license plates each year. The numbers are then run against various databases to check for illegal activity. Because the vehicles are either traveling at a very low speed of 5 to 10 miles per hour, or stopped, the read rate at the DACS stations is very high. In addition to the very intensive screening of commercial vehicle license plates at the DACS stations, one of the added bonuses is the DACS departmental policy of assuring that any data quality issues are addressed. For example, if a truck's license plate registers a hit as being stolen, and it turns out that the truck had been reclaimed but this fact was not registered with the proper agency, the DACS officers will provide this information (which they have verified) to the appropriate agency, thus assisting with rectifying data quality issues. Additionally, under one of the FY2007 CVISN grant projects, the DACS LPR system will be part of the statewide PRISM target file query. This will be an enormous increase in the number of vehicles each year that are automatically checked to see if they are running out of service. This has the potential to flag almost any vehicle which enters Florida which is running out of service and enters a DACS station. Keeping the DACS LPR system up and running will provide a thorough screening for various illegal activities and for Federal Out of Service (OOS).

The O&M project will fund costs for planned and preventative maintenance costs for the entire DACS LPR/Container Number reader system, for one year.

Evaluation or Monitoring Plan: Florida's CVISN Program Manager is responsible for evaluation and monitoring of the various CVISN project deployments. The method by which he does this is three-fold. One is the reports which are required at the quarterly CVISN meetings. Each agency is responsible for reporting on the performance of their previous deployments and also the progress of their agency's current project deployments. The second is the requirement for each of the agency partners to submit a quarterly CVISN grant report for their project(s) which are being funded with CVISN funds. Included in the quarterly reports are any updated schedule/milestone activities, issues that have arisen and plans to mitigate these issues. The third is personal communication with the respective project managers to assure that schedules are being met and any issues are being dealt with to keep the project on schedule. Also, as invoices for CVISN projects are submitted for payment, the project manager is required to attest that all deliverables that are being billed have been done so to their satisfaction. Before the final invoice is paid that project manager must attest that the required system testing has been performed and passed and that they have accepted the system and approve payment of the final invoice.

Success for CVISN deployments is measured in terms of adherence to schedules, realization of project milestones, delivery of equipment and systems that meet the project plan as presented in the CVISN grant application, and the ability to deploy the project for the approved budget. All of this information is provided to the CVISN program manager through the methods outlined above. Project budget expenditures are monitored by CVISN support staff to assure that no projects go over budget. FDOT procurement procedures require that all expenditures are

preceded by an approved purchase order (PO). Project budgets are monitored by the CVISN support staff and a PO is never issued unless there is remaining budget to support the PO.

Organizational Capacity: Although there was some delay in deployment of the FY2007 CVISN projects (due to delay in core certification and the GAO audit), Florida has demonstrated its ability to deploy CVISN projects as planned and has never gone over budget on any of its CVISN projects. Florida strives to always maximize the ROI of all CVISN grant funds. Any adjustments that are necessary are quickly reported to the FMCSA DA both verbally and in writing through either a grant amendment or the CVISN quarterly reports. Since first being granted CVISN funding with the FY2006 CVISN grant, all funded systems are still online and operational today. This demonstrates Florida's ability to consistently implement program requirements and meet program expectations.

Additionally, Florida has been a constant participant in the monthly CVISN program managers' teleconference and the ACCB teleconference. Florida also strives to support other CVISN states by providing information during these calls as well as directly to other CVISN program managers as requested.

Put simply, the goals of the Florida CVO Program are to make a positive difference for Florida with respect to increased safety, improved productivity, and reductions in operating costs for Florida's private and public sectors of the motor carrier community. Florida's CVO Program has been out front nationally in many aspects. Florida has discovered cost effective ways to create important commercial vehicle safety systems. Florida's successes have been modeled by other states that otherwise would not have been able to afford these safety systems for their own constituents/stakeholders.

4.2 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. In this FY 2014 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 4.1 Schedule of Milestones

| Milestone | Expected Completion Date |
|--|--------------------------|
| Project Start | November 2015 |
| Produce Purchase Order for Annual DACS System Maintenance for 1 year | November 2015 |
| Project End | November 2016 |

4.3 Budget Narrative

The Budget Narrative should thoroughly and clearly justify or explain each Budget Category (Object Class) and follow all guidelines and limitations as provided in the application package. The Budget Narrative must be clear, specific, detailed, and mathematically correct; it should correspond to the information and figures on the budget forms. A well-written Budget Narrative allows the Applicant and FMCSA to understand all costs included in the budget and to monitor the expenditure of funds and determine whether the budget items are allowable for reimbursement under Federal cost principles.

| Project Name | |
|-----------------|-----------|
| Personnel Costs | \$ |
| Fringe Benefits | \$ |
| Travel | \$ |
| Equipment | \$ |
| Supplies | \$ |
| Contractual | \$140,000 |
| Construction | \$ |
| Indirect Costs | \$ |
| TOTAL | \$140,000 |

5. FINANCIAL PLANS AND STATE AGENCY CERTIFICATION

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. One table is required that summarizes the sources of matching funds for FY 2014 Expanded CVISN projects. Upon request, the applicant may be required to provide additional information to FMCSA.

In Table 4.1, Sources of Matching Funds for Projects in FY 2014 Expanded CVISN Project Plan, list the sources and types of matching funds that will be used for the proposed FY 2014 projects. “Total Matching Funds” must be equal to the “Total FY 2014 Expanded CVISN Grant Request.

The table should show 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 2014 Expanded CVISN Grant funding is requested should be listed in this section.

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 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.

Table 5.1: Sources of Matching Funds for Projects in FY 2014 Expanded CVISN Project Plan

| FY 2014 Expanded CVISN Project Plan Project Title Projects/Expenditures Contributing Matching Funds | Non-Federal Funding Source (i.e., State operating fund, Named Agency development fund) | Type of Funds (cash, equipment or facilities, personnel services) | Match Amount |
|--|---|--|---------------------|
| Electronic BOL Input System | State FDOT Funds | Cash | \$187,500 |
| PAS Continued Automation | State FDOT Funds | Cash | \$150,000 |
| CVISN Operations & Maintenance | State FDOT Funds | Cash | \$70,000 |
| | | | |
| Total Matching Funds | | | \$407,500 |

State Agency CVISN Certification

In order to be considered for funding, the State agency must certify that their organization's CVISN deployment activities meet the requirements in SAFETEA-LU Section 4126. This self-certification is required for all Applicants, regardless of their CVISN deployment status (core, expanded). The FMCSA has included, in the application templates, a signature page for the Applicant to sign. All Applicants must certify that:

I, Paul L. Clark, Incident Management / CVO Program Manager certify that Florida Department of Transportation's Commercial Vehicle Information Systems and Networks deployment activities, including hardware procurement, software and system development, and infrastructure modifications:

- Are consistent with the national intelligent transportation systems and CVISN architectures and available standards;
- Promote interoperability and efficiency to the extent practicable; and
- I certify to execute interoperability tests developed by the FMCSA to verify that [State Organization Name]'s systems conform with the national intelligent transportation systems architecture, applicable standards, and protocols for CVISN.

Print Name: Paul L. Clark

Signature: 

Date: March 28, 2014