

AMENDMENT #1 FOR RFP NUMBER 0A03010

DATE AMENDMENT ISSUED: December 11, 2002

The state of Ohio, through the Department of Administrative Services, Computer Services Division, for the [Public Utilities Commission of Ohio \(PUCO\)](#) is issuing this amendment for the Request for Proposals entitled:

[Ohio Commercial Vehicle Information Systems and Networks \(OCVISN\) Project](#)

DATE RFP ISSUED: **November 4, 2002**
OPENING DATE: ~~*December 17, 2002~~ December 19, 2002
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Department of Administrative Services
Computer Services Division Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

The attached page(s) represent the Request for Proposals (RFP) amendment for the RFP listed above.

Specifications and requirements that have been revised are indicated with asterisks and/or bold type.

REQUEST FOR PROPOSALS

RFP NUMBER: 0A03010
DATE ISSUED: November 4, 2002

The state of Ohio, through the Department of Administrative Services, Computer Services Division, for the Public Utilities Commission of Ohio (PUCO) is requesting proposals for:

Ohio Commercial Vehicle Information Systems and Networks (OCVISN) Project

INQUIRY PERIOD BEGINS: November 4, 2002
INQUIRY PERIOD ENDS: ~~*December 11, 2002~~ December 16, 2002
OPENING DATE: ~~*December 17, 2002~~ December 19, 2002
OPENING TIME: 11:00 A.M.
OPENING LOCATION: Department of Administrative Services
Computer Services Division Bid Room
30 East Broad Street, 40th Floor
Columbus, Ohio 43215

This RFP consists of 5 Parts and 12 Attachments, totaling 20 consecutively numbered pages. Supplements may be attached to the RFP with a beginning header page and an ending trailer page. Please verify that you have a complete copy.

Calendar of Events. The schedule for the Project is given below. The State may change this schedule at anytime. If the State changes the schedule before the Proposal due date, it will do so through an announcement on Acquisition Management's web site question and answer area for this RFP. The web site announcement will be followed by an amendment to this RFP, also available through Acquisition Management's web site. After the Proposal due date and before the award of the Contract, the State will make schedule changes through the RFP amendment process. And the State will make changes in the Project schedule after the Contract award through the change order provisions in the general terms and conditions of the Contract. It is each prospective offeror's responsibility to check the web site question and answer area for this RFP for current information regarding this RFP and its Calendar of Events.

Dates:

Firm Dates

RFP Issued: [November 4, 2002](#)
Inquiry Period Begins: [November 4, 2002](#)
Inquiry Period Ends: ~~*December 11, 2002~~ **December 16, 2002**
Proposal Due Date: ~~*December 17, 2002~~ **December 19, 2002** at 11:00 a.m. Eastern Standard Time
Conference Date: November 15, 2002 at James A. Rhodes State Office Tower, [30 E. Broad Street, Lobby Hearing Room, Columbus, Ohio 43215](#)

Estimated Dates

Project Work Begins: [April 14, 2003](#)

There are references in this RFP to the Proposal due date. Prospective offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time that the Proposals are due and not just the date.

PART TWO: STRUCTURE OF THIS RFP

Organization. This RFP is organized into five (5) parts and has twelve (12) attachments. The parts and attachments are listed below. There also may be one or more supplements to this RFP. If so, they too are listed below.

Parts

- Part 1 Executive Summary
- Part 2 Structure of this RFP
- Part 3 General Instructions
- Part 4 Evaluation of Proposals
- Part 5 Contract Award

Attachments

- Attachment 1 Project Requirements and Special Provisions
- Attachment 2 Requirements for Proposals
- Attachment 3 General Terms and Conditions
- Attachment 4 Cost Summary
- Attachment 5 Memorandum of Agreement
- Attachment 6 Status Report Template
- Attachment 7 Offeror Profile Summary
- Attachment 8 Personnel Profile Summary
- Attachment 9 Sample Submittal Letter
- Attachment 10 Sample Acceptance Letter
- Attachment 11 Sample Authorization of Payment Letter
- Attachment 12 OCVISN Grant Agreement

Supplements

- Supplement 1 W-9 Form
- Supplement 2 ITS/CVO CVISN Glossary
- *Supplement 3 ITS Partnership Agreement between FMCSA, FHWA and PUCO**

handling the exchange of safety and credentials information within the state, and with other jurisdictions via SAFER, are listed below:

- ❖ Provide for the electronic exchange of:
 - **interstate** carrier and vehicle safety and credential data between state source systems, users, and SAFER
 - **intrastate** carrier and vehicle safety and credential data between state source systems and users
- ❖ Serve as the repository for a state-selected subset of:
 - **interstate** carrier and vehicle safety and credential data
 - **intrastate** carrier and vehicle safety and credential data
- ❖ Support safety inspection data reporting & retrieval by roadside enforcement personnel
- ❖ Provide inter- and intrastate carrier and vehicle safety and credential data to the roadside to support electronic screening and other roadside operations
- ❖ Perform electronic exchange using:
 - **Electronic Data Interchange (EDI) standards**
 - Non-EDI standards, the selection of which is system-dependent
 - New open standard methods of information exchange (e.g., XML) as they become available and are requested by users
- ❖ Allow the general public to access data without the security risk of providing a direct connection to sensitive legacy systems

CVIEW has similar Data Mailbox facilities as SAFER to facilitate the exchange of information among state users within the state agencies.

***Citation & Accident**

~~*Record citation and accident data. This product may exist in some form in some states. Generally, the product is envisioned to perform these functions:~~

- ~~• Enter citation data electronically~~
- ~~• Issue citations~~
- ~~• Enter accident data electronically~~
- ~~• Generate accident reports~~
- ~~• Interface to CVIEW system (directly or through Roadside Ops) to report citations and accidents and access safety reports~~

Compliance Review (e.g. CAPRI)

Carrier Automated Performance Review Information. Compliance Reviews are on-site reviews of carriers and hazardous material shippers that cover compliance with critical parts of the Federal Motor Carrier Safety Regulations. The software that supports the electronic capture of compliance review data is called Carrier Automated Performance Review Information (CAPRI). CAPRI includes worksheets for collecting hours of service data, driver qualification data, and drug and alcohol compliance data. It creates preliminary carrier safety fitness rating and other reports for the motor carrier. Currently, CAPRI transmits completed compliance reviews to SAFETYNET via floppy disk transfer, or, if in a local area network environment, by storing a completed compliance review on a designated disk drive that SAFETYNET accesses directly. Future plans include being able to transfer compliance reviews from CAPRI to SAFETYNET via the SAFER Data Mailbox. This product was developed and is maintained by FMCSA. All Federal staff and most States use CAPRI software.

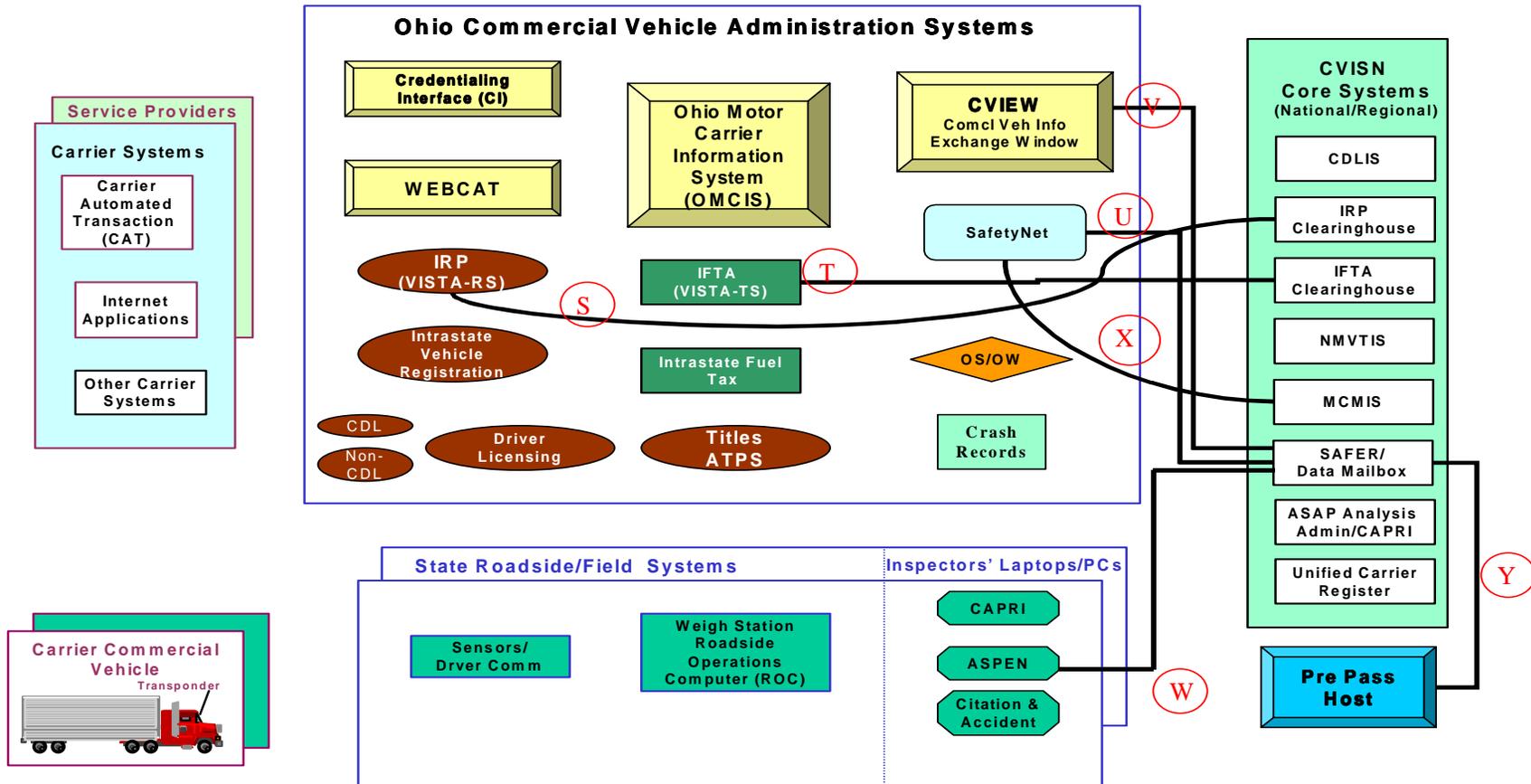
SAFER

(Safety and Fitness Electronic Record) System is a national data exchange system developed by the Federal Motor Carrier Safety Administration (FMCSA). SAFER provides standardized carrier, vehicle, and

*Figure 6 Ohio CVISN System Design: Ohio Interfaces with CVISN Core Infrastructure

OHIO SYSTEM DESIGN PLAN

THIS PAGE SHOWS: State to Federal Interfaces



Cost Summary. This RFP includes a Cost Summary Form provided as an attachment. Offerors may not reformat this form. Each offeror must complete the cost summary sheet in the exact format provided. Any reformatting may cause the State to reject the offeror's Proposal. ***The Cost Proposal, which includes the cost summary form, must be signed and submitted in a separate sealed envelope that is clearly marked "Integrated Licensure System RFP Cost Proposal" on the outside of the envelope.**

The State will not be liable for any costs the offeror does not identify in its Proposal.

Time Commitment. The offeror must submit a statement and chart that clearly indicate the time commitment of the proposed Project team, including the Project Manager, to this Project and other projects during the term of the Contract. The offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The evaluation committee may reject any Proposal that commits the proposed Project Manager to other projects during the term of the Project if the committee believes that doing so will be detrimental to the offeror's performance.

Performance Bond. The Contractor must provide a performance bond. The amount of the performance bond must be equal to at least 100% of the total amount of the Contract and must remain in place through the term of the Contract. Each offeror must enclose a letter of commitment from a bonding company for the performance bond with its Proposal.

Conflict of Interest. Each Proposal must include a statement indicating whether the offeror or any people that may work on the Project through the offeror have a possible conflict of interest (e.g., employed by the state of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

Payment Address. The offeror must give the address to which payments to the offeror will be sent.

Pre-existing Materials. The offeror must list any Pre-existing Materials that the offeror owns that will be included in a Deliverable and for which the offeror wants a proprietary notice if the Deliverable is copied or distributed. For example, the offeror may have standard user interfaces or standard shells that it incorporates in what is otherwise custom software. (See the Ownership of the Work section of the General Terms and Conditions.) The evaluation committee may reject any Proposal that includes existing materials for a custom solution if the committee believes that such is not appropriate or desirable for the Project.

Commercial Materials. Here the offeror must list any commercial and proprietary materials that the offeror will deliver that are easily copied (e.g., software) and in which the State will be granted less than full ownership. Generally, these will be from third parties and readily available in the open market. Patented parts of equipment need not be listed since they are not readily copied. If the State will be expected to sign a license for the Commercial Material, the license agreement must be attached. If the State finds any provisions of the license agreement objectionable for any reason and cannot or does not negotiate an acceptable solution with the third party, regardless of the reason and in the State's sole discretion, then the offeror's Proposal will be rejected. If the State is not going to sign a license, but there will be limits on the State's use of the Commercial Materials different from the standard license in the General Terms and Conditions, then the unique scope of license needs to be spelled out here. Unless otherwise provided elsewhere in this RFP, proposing to use Commercial Materials in a custom solution may, in the committee's sole discretion, be a basis for rejection of the offeror's Proposal if the committee believes that such is not appropriate or desirable for the Project. Any deviation from the standard license, warranty, and other related terms in the General Terms section for Commercial Material will likely result in a rejection of the Proposal, in the committee's sole discretion.

Warranty for Commercial Software. If the offeror plans to provide a Deliverable that contains Commercial Software with warranty terms that differ from the warranty terms in the General Terms and Conditions attachment, then the scope of warranty must be spelled out here. This is so even if the State will not be required to sign a license for the software. Any deviation from the standard warranty in the General Terms section of this RFP for Commercial Material will likely result in a rejection of the Proposal.

Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions. ~~*The Offeror must carry professional liability insurance in the amount of \$1,000,000.00 per occurrence and \$3,000,000.00 in annual aggregate.~~ The policy may be written on an occurrence or claims made basis.

~~*Insurance. The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:~~

- ~~(a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.~~
- ~~(b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:~~

- ~~\$ 2,000,000 General Aggregate~~
- ~~\$ 2,000,000 Products/Completed Operations Aggregate~~
- ~~\$ 1,000,000 Per Occurrence Limit~~
- ~~\$ 1,000,000 Personal and Advertising Injury Limit~~
- ~~\$ 100,000 Fire Legal Liability~~
- ~~\$ 10,000 Medical Payments~~

~~The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.~~

- ~~(c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.~~

W-9 Form. The offeror must complete the attached W-9 form in its entirety. At least 1 original W-9 form must be submitted. All other copies of a Proposal may contain copies of the W-9 form. Please indicate on the outside of the binder which Proposal contains the original signature.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology need to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed 5 business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000.00, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. But the Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

Equal Employment Opportunity. During the Project, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or Vietnam-era veteran status ("Protected Status"). The Contractor will ensure that applicants for employment and employees are treated without regard to their Protected Status.

The Contractor agrees to post notices with the provisions of this section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

Insurance. Insurance. The Contractor will provide the following insurance coverage at its own expense throughout the term of this Contract:

- (a) Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- (b) Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the State of Ohio as an additional insured, as its interest may appear. The policy will also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate
- \$ 1,000,000 Per Occurrence Limit
- \$ 1,000,000 Personal and Advertising Injury Limit
- \$ 100,000 Fire Legal Liability
- \$ 10,000 Medical Payments

The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$500,000.

State Personnel. During the term of this Contract and for 1 year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

Bond. If the RFP provides a dollar amount for a performance bond, the Contractor will provide the State with a performance bond in that amount within 5 business days after execution of this Contract. The performance bond will serve as an assurance that the Contractor and all of its subcontractors will comply with all the requirements of this Contract. The performance bond will also indemnify the State against all direct damages it suffers from any failure of the Contractor to properly perform. The bond must be issued by a company authorized by Ohio's Department of Insurance to do business in Ohio. Failure of the Contractor to provide the performance bond on or before the date it is required to be delivered to the State will result in a breach of this Contract without a cure period and termination or suspension (or ultimately both) of this Contract for cause.

ATTACHMENT FOUR

COST SUMMARY FORM

*If proposing a solution that does not leverage the State's existing infrastructure, provide costs for the additional hardware, software and maintenance required and include those costs in the Not-to-Exceed Fixed Price.

	Price
Deliverable #I-1 - Requirements Analysis Validation Report	\$ _____
Deliverable #I-2 - Functional Design Document for Level 1 Systems & Functions	\$ _____
Deliverable #I-3 – Functional Design Document for Enhanced Level Systems & Functions	\$ _____
Deliverable #II-1 - Detail Design Document.	\$ _____
Deliverable #II-2 - OCVISN - Alpha.	\$ _____
Deliverable #II-3 - OCVISN - Beta.	\$ _____
Deliverable #II-4 - OCVISN Functional Testing.	\$ _____
Deliverable #II-5 - OCVISN Training.	\$ _____
Deliverable #II-6 - OCVISN Program Roll-Out	\$ _____
Deliverable #II-7 - System Implementation and Acceptance	\$ _____
Deliverable #II-8 - Follow-up Report	\$ _____
Deliverable #III-1 - Detail Design Document	\$ _____
Deliverable #III-2 - OCVISN - Alpha	\$ _____
Deliverable #III-3 - OCVISN – Beta	\$ _____
Deliverable #III-4 - OCVISN Functional Testing	\$ _____
Deliverable #III-5 - OCVISN Training	\$ _____
Deliverable #III-6 - OCVISN Program Roll-Out	\$ _____
Deliverable #III-7 - System Implementation and Acceptance	\$ _____
Deliverable #III-8 - Follow-up Report including System Enhancements	\$ _____

*If applicable, complete the following:

*Hardware:	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

*Software:	_____	\$ _____
	_____	\$ _____
	_____	\$ _____
	_____	\$ _____

TOTAL COST: \$ _____

*If applicable, complete the following:

*HW Maintenance (after warranty): 7/01/05 through 7/01/06	M.R.	\$ _____	X 12	\$ _____
7/01/06 through 7/01/07	M.R.	\$ _____	X 12	\$ _____
7/01/07 through 7/01/08	M.R.	\$ _____	X 12	\$ _____
7/01/08 through 7/01/09	M.R.	\$ _____	X 12	\$ _____

*SW Maintenance (after warranty): 7/01/05 through 7/01/06	M.R.	\$ _____	X 12	\$ _____
7/01/06 through 7/01/07	M.R.	\$ _____	X 12	\$ _____
7/01/07 through 7/01/08	M.R.	\$ _____	X 12	\$ _____
7/01/08 through 7/01/09	M.R.	\$ _____	X 12	\$ _____

M.R. = Monthly Rate

Yearly Maintenance from July 01, 2005 through July 01, 2006 \$ _____

Yearly Maintenance from July 01, 2006 through July 01, 2007 \$ _____

Yearly Maintenance from July 01, 2007 through July 01, 2008 \$ _____

Yearly Maintenance from July 01, 2008 through July 01, 2009 \$ _____

TOTAL NOT-TO-EXCEED FIXED PRICE: \$ _____

**ATTACHMENT EIGHT
PROJECT TEAM REQUIREMENT #4**

Team Member Name & Position Title::

***Duplicate this form as necessary to provide sufficient evidence that the project team collectively meets the following project team requirement of: A minimum of 36 months programming and analysis experience.**

Client Company Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:

**ATTACHMENT EIGHT
PROJECT TEAM REQUIREMENT #5**

Team Member Name & Position Title::

***Duplicate this form as necessary to provide sufficient evidence that the project team collectively meets the following project team requirement of:** A minimum of 12 months software documentation experience.

Client Company Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:

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**ATTACHMENT EIGHT
PROJECT TEAM REQUIREMENT #6**

Team Member Name & Position Title::
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***Duplicate this form as necessary to provide sufficient evidence that the project team collectively meets the following project team requirement of:** A minimum of 12 months software and system test and evaluation experience.

Client Company Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:

**ATTACHMENT EIGHT
PROJECT TEAM REQUIREMENT #7**

Team Member Name & Position Title::

***Duplicate this form as necessary to provide sufficient evidence that the project team collectively meets the following project team requirement of:** A minimum of 36 months relational database management experience.

Client Company Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:

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**ATTACHMENT EIGHT
PROJECT TEAM REQUIREMENT #8**

Team Member Name & Position Title::

***Duplicate this form as necessary to provide sufficient evidence that the project team collectively meets the following project team requirement of: A minimum of 12 months TCP/IP experience.**

Client Company Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:

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**ATTACHMENT EIGHT
PROJECT TEAM REQUIREMENT #9**

Team Member Name & Position Title::

***Duplicate this form as necessary to provide sufficient evidence that the project team collectively meets the following project team requirement of:** A minimum of 18 months HTML programming experience.

Client Company Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:

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**ATTACHMENT EIGHT
PROJECT TEAM REQUIREMENT #10**

Team Member Name & Position Title::

***Duplicate this form as necessary to provide sufficient evidence that the project team collectively meets the following project team requirement of:** A minimum of 12 months experience with integration testing.

Client Company Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:

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**ATTACHMENT EIGHT
PROJECT TEAM DESIRABLE REQUIREMENT #6**

Team Member Name & Position Title::

***Duplicate this form as necessary to provide sufficient evidence that the project team collectively meets the following project team requirement of:** A minimum of 36 months data conversion experience.

Client Company Name:	Client Contact Name:	
Address:	Phone Number:	
Project Name:	Beginning Date of Experience Month/Year:	Ending Date of Experience Month/Year:

***Supplement 3**

ITS Partnership Agreement between FMCSA, FHWA and PUCO

ITS Partnership Agreement

between

The Federal Motor Carrier Safety Administration (FMCSA)

The Federal Highway Administration (FHWA)

and

The Ohio Public Utilities Commission

MCSAP Project Number MC-01-39-555

The purpose of this agreement is to award a grant of federal assistance to the Ohio Public Utilities Commission in the amount of \$1,587,229 for the Commercial Vehicle ITS Infrastructure Component of the ITS Deployment Program, as authorized by the Transportation Equity Act for the 21st Century (TEA-21), P.L. 105-178, Sections 5001(a)(6) and 5201-5213 (23 USC 307 note). The parties to this agreement are independent contracting parties, and nothing in this agreement shall be deemed to create a business partnership for the purpose of sharing profits and losses. This grant will assist the state in completing Commercial Vehicle Information Systems and Networks (CVISN) Level 1 deployment.

1. **Estimated Cost.** The state shall be reimbursed for allowable costs incurred in the performance of work under this agreement in an amount not to exceed \$1,587,229 in federal ITS funds. Reimbursement for costs incurred will follow regular FHWA federal-aid billing and payment procedures. The following is a summary of federal ITS deployment funds for this project:

Funding: Authority for this funding is derived from Section 5001 (a) (6) of TEA-21. Funds will be obligated to the state at the time this agreement is signed; however, funds will be disbursed based on the successful completion of the major milestones as outlined in Section 2.

Matching Share/Cost Sharing: Participants in the Commercial Vehicle ITS Infrastructure Component of the ITS Deployment Program must provide a minimum of fifty percent of the total cost of the project (TEA-21, Section 5209 (e)). Matching funds may come from private sector or public sources.

A minimum of twenty percent of the matching share must be derived from funding sources which are not federal. This portion may be derived from private sector partners, or state and local government and must consist of one or more of the following three forms of contribution:

- a. contributions of equipment that are substantial, and utilized entirely as an integral part of the project;
- b. personnel services dedicated to the project and not supported by other federal funds; and/or
- c. cash.

Matching funds in excess of the twenty percent minimum may come from more than one funding source and may include the value of federally-supported projects directly associated with Commercial Vehicle ITS Infrastructure deployment.

Funding identified to support continued operations, maintenance, and management of the system will not be considered as part of the partnership's cost-share contribution.

2. Responsibilities of the State. The State shall perform or cause to be performed the following:

- a. Revise the state's CVISN program plan and top-level design to include recommended modifications from the FMCSA prior to the start of any CVISN deployment activity;
- b. Deploy the following CVISN Level 1 technical capabilities. If only partial federal or state funding is available, deploy the CVISN Level 1 safety information exchange capabilities first, followed by either credentialing or electronic screening.
 1. Safety Information Exchange
 - ASPEN (or equivalent) at all major inspection sites
 - Connection to the Safety and Fitness Electronic Records system
 - Commercial Vehicle Information Exchange Window (or equivalent) for snapshot exchange within the state and to other states
 2. Credentials Administration
 - End-to-end processing (i.e., carrier application, state application processing, credential issuance) of at least the International Registration Plan (IRP) and International Fuel Tax Agreement (IFTA) credentials; ready to extend to other credentials (i.e., intrastate, titling, oversize/overweight, carrier registration, hazardous materials)
 - Connection to the IRP and IFTA Clearinghouses
 - At least 10 percent of the transaction volume handled electronically; ready to bring on more carriers and extend to branch offices where applicable
 3. Electronic Screening
 - Electronic screening implemented at a minimum of one fixed or mobile inspection site
 - Ready to replicate at other sites
- c. Ensure that CVISN Level 1 deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the national architecture and available standards and shall promote interoperability and efficiency to the extent practicable (as specified in Section 5206(e) of TEA-21).
- d. Complete interoperability tests. Interoperability testing should be accomplished in

- stages to avoid disrupting operations. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability. Pairwise tests verify that interfaces between selected pairs of products/systems meet the applicable standards. End-to-end tests verify dataflow and data usage among several products/systems. Implement the ITS/CVO conformance assurance process, which involves the formation of a consistency assessment team to check for architecture conformance throughout the life of the project and to oversee the interoperability testing. A CVISN System Architect shall be designated to facilitate this effort.
- e. Participate in any independent evaluations of CVISN Level 1 deployment activities described in (a) above (refer to Section 7.) As a partner, the FMCSA and the FHWA may evaluate this specific project. If so, it will provide an independent evaluator to work with the state to develop and conduct the evaluation. The state will be expected to cooperate with and support the independent evaluators to ensure a successful evaluation.
 - f. Conduct a self-evaluation at the conclusion of the project (refer to Section 8.)
 - g. Participate in the ITS Joint Program Office's initiative to track the progress by state governments in CVISN Level 1 deployment, as well as other technologies deployed through operational tests, national grant programs, and individual state initiatives, in all 50 states through the year 2005.
 - h. On an annual basis, perform the following activities that are related to ensuring consistency with the national ITS architecture:
 1. contact state and local transportation officials to explore potential joint-uses of transponders and ensure integration among multiple applications (i.e., CVO, toll, traffic probes, parking management, etc.);
 2. evaluate the data that is being collected for the CVISN initiatives to determine if other state and local transportation entities (e.g., traffic management center) outside the CVO community could use the data which is collected under CVISN deployment; and
 3. conduct outreach to your motor carrier partners about metropolitan and rural ITS initiatives within the state that could provide benefits to their motor carrier operations. Examples of these initiatives include web sites on roadway weather information systems, incident management systems, and traffic management systems.

The state shall invite the FMCSA State Director and the FHWA Division Administrator to participate in these discussions.

3. Period of Performance. The period of performance for this initiative is up to 36 months
4. FMCSA and FHWA Participation. The FMCSA and the FHWA shall be considered full participants in the project. As such, the FMCSA and the FHWA

shall be provided the opportunity for membership on all management committees, subcommittees, working groups, task forces, and other such groups related to the project. The FMCSA and the FHWA will provide names, addresses, and phone numbers of committee representatives to the state CVISN Project Manager.

5. Project Documents. Copies of all project reports, correspondence, meeting announcements, and other documents shall be supplied directly to the FMCSA State Director and the FHWA Division Administrator. In addition, quarterly reports summarizing work performed, significant events, expenditures, and progress of work shall be supplied to them.
6. Quarterly Progress Reporting Requirements. One electronic file of the quarterly progress report shall be submitted to the FMCSA National CVISN Program Manager in Washington, DC, the FMCSA State Director, and the FHWA Division Administrator on or before the 20th of the month following the end of the quarter being reported. At a minimum, the quarterly report should be ten pages or less and contain the following:
 - a. The project number or contract number, project name, a brief description of the project, major project partners, names and phone numbers of the partners project contacts, and the reporting period.
 - b. Budget and scheduling information including the date the project was initiated, the estimated completion date, cost estimate, and expenditures during reporting period.
 - c. A brief description of the activities conducted during the reporting period including any milestones attained and significant events.
 - d. A discussion of any problems encountered or anticipated (e.g. scope changes, changes in project limits, funding requirements, technological constraints, institutional issues, project schedule delays) together with recommended solutions to such problems.
7. Independent Evaluation. The FMCSA and the FHWA may conduct an independent evaluation of the effectiveness of Commercial Vehicle ITS Infrastructure deployment projects, including CVISN Level 1 deployment, in achieving federal and state program goals. The independent evaluation would 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 and the FHWA may contract with one or more independent evaluation contractor(s) to evaluate the projects.
8. Self-Evaluation. Participants in the Commercial Vehicle ITS Infrastructure Component of the ITS Deployment Program, including CVISN Level 1

deployment, are required to submit a Self-Evaluation Report. It must cover lessons learned in the following three areas:

- a. institutional issues, technical challenges, employing innovative financing, public-private partnering, implementing ITS standards, and achieving consistency with the National ITS Architecture;
- b. benefits of CVISN Level 1 deployment, which should be supported by data; and
- c. cost data for CVISN Level 1 deployment, especially with regard to operations.

One electronic file of the final self evaluation report shall be submitted to the FMCSA National CVISN Program Manager in Washington, DC, the FMCSA State Director, and the FHWA Division Administrator on or before six weeks following the end of the project.

9. Programmatic Changes. The state must obtain the prior approval of the FMCSA and the FHWA whenever any significant change is anticipated. These include, but are not limited to:

- a. Any revision of the scope, goals or objectives of the consultant contract or related activities (regardless of whether there is an associated budget revision requiring prior approval).
- b. Changes in key personnel, program manager, or prime contractor.

10. Intellectual Property. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

It is the policy of the FMCSA and the FHWA to allow the non-federal partners of an ITS Partnership Agreement to retain all intellectual property rights developed under this agreement with the following limitations:

Copyrights. The FMCSA and the FHWA, as the contracting U.S. DOT agencies, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- a. The copyright in any works developed under this agreement, or under a sub-grant or contract under this agreement; and
- b. Any rights of copyright to which the state, its sub-grantee, or contractor purchases ownership with federal financial assistance provided by this agreement.

Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. §401.14, as modified below, is hereby incorporated by reference.

- a. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;
- b. paragraphs (g)(2) and (g)(3) of the clause shall be deleted; and
- c. paragraph (1) of the clause, entitled "Communications" shall read as follows: "(1) Communications. All notifications required by this clause shall be submitted to the FMCSA and the FHWA Division Offices."

11. Costs. The state shall limit its progress claims and final claims to those costs incurred in accordance with this ITS Partnership Agreement and shall submit its final claim within ninety (90) days after the project is completed.

12. Interoperability. The state shall comply with the provisions of interoperability as outlined in this agreement. Regarding any project or work accomplished through funding provided by the Commercial Vehicle ITS Integration Component of the ITS Deployment Program, including CVISN Level 1 deployment, the state agrees to purchase and use only equipment that is fully compliant with national ITS architecture standards, and to work toward and support technical and business interoperability.

Technical interoperability is defined as the ability of any given roadside reader or interrogation device to meaningfully query, send or receive, and process data from any given transponder mounted in a vehicle, regardless of which manufacturer produced either the reader or transponder. Business interoperability is defined as the ability of a commercial motor vehicle to use one transponder in all electronic screening systems nationwide.

13. Additional Requirements. The state shall comply with all applicable laws, regulations and federal requirements, including, but not limited, to 49 C.F.R. Parts 18, 20, 21, 27, and 29, and the assurances in OMB SF 424B attached hereto as Appendix C.1.

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. The DSRC system shall also be compatible with the CVISN DSRC Interface Requirements of April 2, 1996, generated by Johns Hopkins University's Applied Physics Laboratory. Both documents are available upon request.

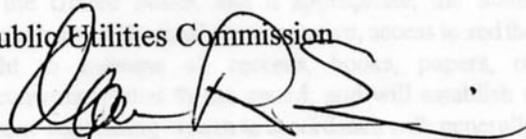
14. **Certification Regarding Lobbying.** The state shall comply with the certification regarding lobbying which is attached hereto as Appendix C.2.

15. **Termination.** The state shall notify the FMCSA and the FHWA immediately of any intent to terminate this ITS Partnership Agreement.

16. **Effective Date.** This ITS Partnership Agreement is effective upon execution by all parties.

Ohio Public Utilities Commission

Name



Title

Chris

Date

Federal Motor Carrier Safety Administration

State Director

Date

Federal Highway Administration

Division Administrator

Date