

# Trucking Industry Mobility & Technology Coalition Management Plan



**Prepared by**  
The American Transportation Research Institute

In Conjunction with

AASHTO  
ATA  
CVSA

June 2009



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## Introduction

The Trucking Industry Mobility & Technology Coalition (TIMTC) is an innovative program for developing a sustainable public-private partnership of trucking-related transportation stakeholders. Sponsored by the U.S. Department of Transportation (U.S. DOT), the TIMTC will create and encourage dialogue on the many issues facing the industry stakeholders and explore potential solutions. The TIMTC is designed to improve the knowledge base of both public and private sector stakeholders on mobility and technology issues and opportunities relating to improved motor carrier safety and operations.

The TIMTC Management Plan (subsequently referred to as the Plan) will be used by TIMTC and U.S. DOT staff to effectively and consistently manage existing and proposed TIMTC activities. It provides a logical and chronological description of TIMTC meetings, activities and outputs, as well as a framework for the establishment of a formal organization.

## Formalizing Participation

To fully leverage the knowledge, experience and perspectives of the numerous trucking-related stakeholder groups, the TIMTC will be led by a core leadership team comprised of representatives from the following entities:

- U.S. DOT;
- American Transportation Research Institute (ATRI);
- Commercial Vehicle Safety Alliance (CVSA);
- American Association of State Highway Transportation Officials (AASHTO); and
- American Trucking Associations (ATA).

Each relevant organization outside of U.S. DOT and ATRI (the prime contractor) will be a party to a subcontract that highlights specific project requirements and expectations. The subcontracts will include essential flow-downs, SOW activities, timelines and budget information (See Appendix A). Joy Miller, ATRI Contract Manager, will be responsible for contract adherence, submission of monthly status reports and invoicing.

## Management Approach

To be successful, TIMTC must have several key attributes. First, the management approach must develop and maintain an array of relevant discussion topics to energize and engage the TIMTC membership. Secondly, TIMTC should provide opportunities for stakeholders to participate in a cost-effective and flexible manner. Lastly, outreach materials must accurately portray and assess trucking issues and requisite technological solutions.

To achieve the strategic objectives of the initiative, four primary tasks have been proposed. The following Plan expands on the task descriptions provided in the U.S. DOT's TIMTC Scope of Work (SOW).

### **Task 1: Develop Management Plan**

The goal of the Management Plan is to provide the blueprint for managing TIMTC activities and providing guidance on accomplishing TIMTC objectives. As such, it includes a proposed Strategic Plan and organizational charter, both of which will be reviewed and approved by the TIMTC leaders.

TIMTC staff will finalize and implement the approved tasks and activities described in the TIMTC SOW. The formalized activities, including any revisions or requests submitted by the U.S. DOT, will be incorporated into the Plan.

Upon approval of the Plan by the U.S. DOT, the Plan will be distributed to TIMTC members as an addendum to the subcontracts. A TIMTC webinar will be scheduled with the general membership to review and discuss the Plan. Additionally, the Management Plan will be reviewed and discussed as part of the TIMTC annual meeting business proceedings. Any recommended changes will be submitted to the U.S. DOT for approval.

While the activities described herein are for the initial 12-month period of TIMTC operation, subsequent Management Plans for the TIMTC could also include program descriptions, outputs and highlights of previous year activities.

As part of the ongoing management of the TIMTC tasks, key TIMTC staff will provide formal monthly updates, and regular ad hoc updates, to the U.S. DOT Technical Point of Contact (TPOC). Additionally, quarterly telecons will be provided to the TIMTC leadership and membership.

The final TIMTC Management Plan will be posted on the TIMTC website (see Task 2) and will become part of the electronic archive maintained by TIMTC staff of all relevant documents, activities, meeting minutes, business and financial records.

### **TIMTC Strategic Plan & Charter**

Recognizing that a successfully designed and managed TIMTC could continue to function beyond the initial 12-month period of performance, the TIMTC leadership is proposing the following framework for a strategic plan that includes several critical components of a formal organization:

- TIMTC mission statement & organizational objectives;
- Identification and definition of organizational leader titles, roles and hierarchy;

- Proposed TIMTC Charter and management philosophies;
- Compendium of TIMTC stakeholder groups, description and general contact information (this is a separate deliverable from the TIMTC Contact Database described below).

a) *TIMTC Mission Statement and Organizational Objectives*

**Figure 1: TIMTC Mission Statement**

The mission of the Trucking Industry Mobility and Technology Coalition (TIMTC) is to improve the knowledge base of both public and private sector stakeholders on freight transportation issues and potential technology solutions through ongoing information and resource exchange facilitated by a variety of programs, tools and activities.

TIMTC leadership will be guided by the following organizational objectives:

**Figure 2: TIMTC Organizational Objectives**

TIMTC leadership will identify and actively recruit participation of all major public and private sector freight transportation stakeholder groups.

TIMTC members will be provided easily accessible tools that facilitate information exchange, technical and policy discussion, and projects and initiatives that advance Intelligent Transportation Systems (ITS) in the commercial vehicle industry.

All TIMTC activities and work products will share the goal of encouraging private sector participation and creating a sustainable public-private partnership.

TIMTC will be designed as an information clearinghouse and forum for TIMTC members and non-members alike on the issues that impede safe and efficient goods movement and the potential technological solutions to these challenges.

b) *TIMTC Leadership*

TIMTC leadership represents stakeholders from private, public and quasi-public entities. This group is responsible for the ongoing management of TIMTC activities and the achievement of the organization's objectives. The following provides a description of the TIMTC Organizational Leaders and summarizes each representative's organizational qualifications.

The TIMTC Team activities will be collaboratively managed by ATRI, CVSA, ATA and AASHTO with overall guidance provided by the U.S. DOT. To streamline activities, Dan Murray (ATRI) will serve as TIMTC liaison to the TPOC, and will be responsible for adherence to contractual obligations and deliverables and for facilitating stakeholder communication. TIMTC leadership is committed to

utilizing any and all staff necessary to successfully complete each of the proposed tasks and related deliverables, including staff with expertise in data collection, report development, meeting planning and technical writing.

**Table 1. Key Staff & Roles**

<b>KEY STAFF</b>	<b>ROLE</b>	<b>AREA</b>
U.S. DOT TPOC	Oversight	Federal Initiatives and Programs
Dan Murray, ATRI	Project Manager	Technical Support
Carla Schulz, ATRI	Editor, Web Designer	Technical Support
Steve Keppler, CVSA	Co-Manager	Safety/Enforcement
Leo Penne, AASHTO	Co-Manager	State/Public Sector
Darrin Roth, ATA	Co-Manager	Trucking Industry

Key staff represent several major industry stakeholder groups. TIMTC staff are responsible for ensuring that outreach efforts provide current and relevant educational materials highlighting the potential safety and operational benefits of existing and emerging trucking-related technologies.

American Transportation Research Institute (ATRI)

The American Transportation Research Institute (ATRI) and its predecessor organization, the ATA Foundation, have been engaged in critical transportation studies and operational tests since 1954.

An autonomous arm of the American Trucking Associations Federation, ATRI is a 501(c)(3) not-for-profit research organization that benefits from the broad support of the Federation and its 35,000 motor carrier members. ATRI’s extensive background in government- and industry-sponsored research, analysis and testing, as well as its unique access to the trucking and freight industries, has made it a well-respected, award-winning research institution.

Commercial Vehicle Safety Alliance (CVSA)

CVSA is a not-for-profit organization comprised of local, state, provincial, territorial and federal motor carrier safety officials and industry representatives from the United States, Canada, and Mexico. CVSA is focused on encouraging commercial motor vehicle safety and security by providing leadership to enforcement, industry and policy makers.

American Association of State Highway & Transportation Officials (AASHTO)

AASHTO is a non-profit association that represents public transportation departments across the U.S. and Puerto Rico. In order to develop an integrated national transportation system, AASHTO focuses on all five

transportation communities: air, highway, public transportation, rail and water.

American Trucking Associations (ATA) / ATA Federation

The ATA Federation consists of the American Trucking Associations and the affiliated 50 State Trucking Associations. The ATA Federation represents over 35,000 motor carriers and allied members. The mission of the ATA is to present a unified voice for the industry, positively influence federal and state legislation, promote safety and to provide public outreach and education on the industry.

*c) Proposed TIMTC Charter*

The proposed TIMTC Charter framework is attached as Appendix B.

*d) Management Approach*

The shared vision for TIMTC, in bringing disparate stakeholder groups together, is one that recognizes and leverages the unique issues, attributes and requirements of the various freight transportation interests. The TIMTC leadership has a thorough understanding of the issues, motivators and perspectives of freight transportation stakeholders which will allow for information exchange and stakeholder support for the TIMTC objectives described herein. Furthermore, TIMTC staff intends to accomplish the organizational objectives using a management approach that:

- 1) Maintains continuous communication and strategy discussions with the U.S. DOT TPOC.
- 2) Formalizes and maintains ongoing project communication through monthly updates; team webinars/telecons; and project updates to TIMTC leadership, outside parties and other external stakeholders as appropriate.
- 3) Continuous collaboration with the TPOC on deliverable content, design, timetables and production preferences/requirements to ensure that the project's expectations are met or exceeded.
- 4) Expanding outreach and information distribution to new stakeholders and initiatives as needed.

*e) Compendium of TIMTC Stakeholder Groups*

To ensure the TIMTC Coalition Membership fully represents the wide array of freight transportation interests, staff will develop a Compendium of TIMTC Stakeholder Groups. The list of Stakeholder Groups will be maintained on an on-going basis. Specific focus areas of the Compendium will include:

- Motor Carriers (for-hire and private fleets)
- Commercial Drivers
- Law Enforcement
- Highway Safety

- Traffic Safety Services
- Towing and Recovery
- Technology Providers
- Equipment Manufacturers
- Transportation Planners
- Policy Makers at the local, state and federal levels

*f) Coalition Membership*

Utilizing the vast network of contacts formed by the extensive experience of key staff, TIMTC staff will compile a list of candidate TIMTC members. An invitation letter will be drafted which explains the TIMTC objectives and encourages participation. This invitation will be distributed to candidate members via email, fax or hard copy.

Staff will follow up within two weeks with potential TIMTC Members that do not respond to the initial solicitation. An ongoing list of TIMTC members by stakeholder group will be maintained to ensure that major freight transportation interests are adequately represented at all times and recruitment efforts will be targeted accordingly.

In addition, TIMTC leadership recognizes that a vibrant and engaging forum should continue to generate interest from members and non-members alike. To that end, staff will monitor membership and maintain a log of monthly membership totals. This log will include a detailed listing of stakeholder representatives/groups added in the previous month. TIMTC membership totals for the previous quarter will be included in the TIMTC quarterly updates.

**Formal Deliverable(s):**

1a – TIMTC Management Plan

Timeline: Within 30 days after contract award.

1b – Quarterly Updates (which will include tracing of project/activity and status of actions items.

Timeline: Within 90 days after contract award, and quarterly thereafter.

**Informal Deliverable(s):**

1c – Compendium of Stakeholder Groups

Timeline: Within 30 days after contract award.

1d – Membership roster/list of TIMTC member groups

Timeline: Within 90 days after contract award, and quarterly thereafter.

## **Task 2: TIMTC Website & Newsletter**

The Team recognizes the critical role that outreach and information dissemination plays in maintaining active freight stakeholder interest and information-sharing. Consequently, two major outreach tools – a TIMTC newsletter and website – will be utilized in concert with other ad hoc efforts and initiatives.

To gauge stakeholder knowledge and perspectives on existing and emerging trucking-related technologies and issues, staff will survey a select group of stakeholders to determine which program areas and issues are of most interest to various stakeholder groups. The results of this survey, and follow up interviews if necessary, will guide the ongoing content of the website, newsletters and other TIMTC outputs.

Each week staff will monitor a variety of transportation-related information sources to collect relevant materials for both website and newsletter content. An example could include the weekly Transportation Research Board electronic newsletter. Other sources of content for both the website and newsletter will include periodic interviews with Subject Matter Experts (SMEs) on relevant topics and program/technology research publications.

The TIMTC website (described below) and newsletters will present clear information in a format that is geared toward providing a high-level overview of technologies as well as case studies on technologies/programs deemed most relevant.

### *a) TIMTC Website.*

The Team will take advantage of the ubiquity, productivity and ease-of-use that the internet provides by setting up and maintaining a TIMTC project website. Towards that end, the Team has formally registered the following URLs for TIMTC use:

[www.freightmobility.com](http://www.freightmobility.com) and [www.freightmobility.org](http://www.freightmobility.org)

The TIMTC website is envisioned as a clearinghouse for all relevant TIMTC supporting documentation. Aside from TIMTC postings and activity updates, the website will include multiple links/pages that focus on:

- Industry information/research;
- Major industry programs and initiatives such as:
  - Wireless Roadside Inspection
  - Smart Roadside
  - Commercial Vehicle Infrastructure Integration applications (C-VII)
  - Truck Parking Initiatives

- Onboard Safety Systems/Intelligent Vehicle-Based Safety Systems (IVBSS)
- Corridors of the Future/I-70 Truck-Only Lanes
- Highway Reauthorization Programs of Interest

TIMTC staff recognizes that both TIMTC interest in the website is precipitated on relevant and timely content. TIMTC staff will update the website with new content on a monthly basis, or a more frequent schedule as events dictate.

To gauge both member participation and interest from non-member stakeholders, the Team will monthly monitor the number of visitors to the website via a website “counter.” This analysis may be used to determine which topics/news alerts generate the most interest from both TIMTC members and non-member stakeholders.

In addition, the website will include a link allowing visitors to post comments or suggestions for relevant content and potential new TIMTC programs and activities.

Periodically, staff may use the website to post informal surveys, or links to online surveys, to gauge site visitors’ interest or opinions on relevant topics.

#### *b) TIMTC Newsletters*

TIMTC staff and leadership will design, develop and distribute regular electronic TIMTC newsletters, highlighting issues, projects and events of specific interest to members. To improve the distribution of the newsletter, staff will actively develop and manage a newsletter distribution database; one that extends to a broad list of stakeholders beyond TIMTC members.

Initial newsletters will be distributed quarterly, though events may dictate more frequent distribution. In anticipation of these events, staff will conduct an environmental scan of relevant scheduled stakeholder meetings to develop a preliminary calendar of newsletter events. The Team will closely monitor major stakeholder groups to identify upcoming events and modify the newsletter distribution schedule accordingly.

TIMTC staff shall work with TIMTC leadership and members to actively solicit newsletter content. Additionally, each newsletter will feature an in-depth interview with one of the TIMTC SMEs.

#### *c) News Alerts*

As events dictate, TIMTC staff will electronically send periodic News Alerts to TIMTC members that provide a brief summary of updates on relevant topics.

#### *d) TIMTC Webinars*

Quarterly webinars will be conducted that highlight recent events/program updates on topics of interest. The webinars will last approximately one hour and proposed topics include:

- Commercial Vehicle Infrastructure Integration applications (C-VII);
- Smart Roadside Initiative;
- Truck Parking Initiatives;
- Wireless Roadside Inspection
- Intelligent Vehicle-Based Safety Systems (IVBSS).

Webinar presentations and participant feedback will be posted as resources on the TIMTC website. Participation the webinars will be open to non-members as well, providing an additional member recruitment opportunity.

*e) TIMTC Database*

An important activity of the Task 2 outreach will be the development and management of the TIMTC contact database. The database will be an excel-based, searchable, multi-variable spreadsheet for organizing general TIMTC contacts and TIMTC meeting participants. The database will be used for both e-mail updates/TIMTC news alerts as well as for electronic distribution of the TIMTC Newsletter.

To ensure consistency, the database design and explicit database field definitions will be documented in a technical memorandum. In addition to basic contact information, the database design will facilitate Team members' efforts to ensure relevant organizations and areas of expertise are represented. Database fields will include:

- Contact name, address, phone number, organization;
- Date contact added to database;
- Area(s) of expertise;
- Type of organization/industry segment;
- Additional fields denoting member participation in both formal and ad hoc outreach activities.

**Formal Deliverable(s):**

2a – Draft TIMTC Newsletters

First newsletter to be in draft form for U.S. DOT and TIMTC leadership review

Timeline: Within 60 days after contract award.

2b- Quarterly Newsletters

Frequency: Initial newsletters will be quarterly, but actual schedule may coincide with events for timely reporting

**Informal Deliverable(s):**

2c – Draft Membership Baseline Knowledge/Interest Survey

Timeline: Within 60 days after contract award.

2d – Draft TIMTC Newsletter Template for review/approval by DOT and TIMTC leadership

Timeline: Within 45 days after contract award.

2e – Draft TIMTC Website Design Plan for review

Timeline: Submitted within 30 days after contract award.

2f – Proposed TIMTC Contact Database Design Technical Memorandum

Timeline: Submitted within 45 days after contract award.

2g – Preliminary Schedule of Newsletter Distribution

Timeline: Submitted within 60 days after contract award.

2h – Webinar Topics/Schedule

Timeline: Submitted with 45 days of contract award.

**Task 3: ITS Freight Systems Analysis**

In order to provide technical guidance to TIMTC leadership, U.S. DOT and industry stakeholders in general, several technical activities will be managed by TIMTC staff. The first is researching and developing a technical blueprint or architecture for existing and emerging freight technologies. The Freight Systems Analysis (FSA) will document, describe and organize technologies by freight stakeholder and functionalities (e.g. safety, operations, credentials, asset visibility, security, etc.).

The FSA will result in several important TIMTC outputs including a searchable excel-based compendium of trucking industry technologies; a synthesis and analysis report of the technology compendium which will provide an overall assessment of existing and emerging trends in ITS Commercial Vehicle Operations (CVO); and a stand-alone synopsis of major ITS CVO programs, including the programs previously listed under Task 2.

To ensure uniformity and completeness of the FSA, spreadsheet database fields, definitions and sample output reports will be documented. At a minimum, candidate database fields would include:

- Type of technology and brief description;
- Functionality and area of interest;
- Target freight stakeholder group;
- Time horizon of technology (existing/emerging);
- Technology benefits and impediments to deployment.

The FSA shall place particular emphasis on three emerging program areas:

- Commercial Vehicle Infrastructure Integration Applications (C-VII);
- Smart Roadside Initiative;
- Truck Parking Initiatives.

Other areas of interest that will be included in the FSA include:

- Onboard Safety Systems/IVBSS;
- Corridors of the Future/I-70 Truck-Only Lanes;
- Wireless Roadside Inspection.

Inputs to the FSA as well as SME feedback will be used to develop assessment reports on two particular areas of interest, C-VII and Smart Roadside Final Report. Key elements of these assessment reports will include:

- A description of the programs;
- Benefits of the initiatives;
- Historical recount of the technologies/programs;
- Evaluation methodology;
- Assessment of existing and emerging technologies.

The FSA document will provide adequate technical content to provide high-level guidance to freight stakeholders and practitioners.

Note: Task 3 will be conducted by a SME in commercial vehicle and freight technologies, Richard Easley of E<sup>2</sup> Engineering. Mr. Easley understands industry stakeholder issues and current technology challenges and needs.

**Deliverable(s):**

3a – Project Contracting and Management Activities Outline draft

Timeline: Submitted to U.S. DOT within 45 days after contract award.

3b – Completed ITS Freight Systems Synthesis and Analysis draft

Timeline: Submitted to U.S. DOT for review within 120 days of award.

3c – TIMTC Assessment Reports on C-VII and Smart Roadside Final Report

Timeline: Final report due within 180 days after contract award.

**Informal Deliverable(s):**

3d – Proposed ITS Freight Systems Analysis Database Technical Memorandum

Timeline: Submitted to U.S. DOT within 60 days after contract award.

3e – Draft FSA Subcontractor Statement of Work

Timeline: Submitted to U.S. DOT within 40 days after contract award.

3f – TIMTC Leadership telecon with subcontractor

Timeline: Held within 60 days after contract award.

**Task 4: TIMTC Annual Meeting**

A TIMTC Annual Meeting will be held for the membership to review TIMTC activities, projects and management issues. Additionally, the Annual Meeting will provide educational opportunities for TIMTC members.

To maximize freight stakeholder participation, minimize costs and capitalize on subject-matter relevance, the annual meeting will be held in conjunction with the American Trucking Associations' Annual Management Conference and Exhibition (MC&E). The 2009 ATA MC&E will be held in Las Vegas, Nevada from Sunday, October 4 through Tuesday, October 6.

Staff meeting planning and management will include facility planning, advance materials production, preparation of meeting agenda and support materials, accommodation of special guests or presentations and other associated functions. To date, staff has completed a number of planning activities in preparation for the October 2009 meeting including:

- organizing an education session (on TIMTC activities and other industry programs referenced in Task 2) to include industry and government leaders;

- organizing a session for all MC&E attendees and TIMTC members focused on industry experience with Onboard Safety Systems;
- arranging for no-cost exhibit hall passes to provide access for TIMTC attendees to view the extensive industry equipment, technology and services exhibit
- scheduling a TIMTC leadership/membership meeting.

It is anticipated that the FSA Report (Task 3) will be available in some format for presentation, review and discussion at the annual meeting. The contractor identified in Task 3 will prepare a Freight Systems Analysis Briefing to be distributed at the meeting. Additionally, a summary of the Annual Meeting will be provided in the quarterly newsletter (Task 2).

In limited, as-needed instances, the TIMTC Team will consider travel funding support for critical TIMTC participants.

Lastly, the TIMTC leadership will consider including the separate ITS America CVFM Forum in the TIMTC Annual Meeting. A draft meeting agenda is attached as Appendix C.

**Formal Deliverable(s):**

4a. – Meeting Plan & Materials Outline

Timeline: Submitted to U.S. DOT within 60 days after contract award.

4b – Logistical and technical support for meetings

Timeline: To be determined, based on meeting date

4c – Meeting Minutes/Summary and Follow-Up

Timeline: 30 days after meeting

## Appendix A



**SUBCONTRACT AGREEMENT**

**No. T00\_\_\_\_\_**

**BETWEEN**

**AMERICAN TRANSPORTATION RESEARCH INSTITUTE**

**AND**

**COMMERCIAL VEHICLE SAFETY ALLIANCE**

**UNDER**

**DTFH61-09-P-00062**

**ADMINISTERED BY THE**

**FEDERAL HIGHWAY ADMINISTRATION**

**July \_\_\_\_, 2009**

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- C. Government Clauses Required by OMB Circular A-110, § \_\_.48(e)
  - 1. Equal Employment Opportunity
  - 2. Copeland “Anti-Kickback” Act
  - 3. Davis-Bacon Act
  - 4. Contract Work Hours and Safety Standards Act
  - 5. Rights to Inventions Made Under a Contract or Agreement
  - 6. Clean Air Act and the Federal Water Pollution Control Act
  - 7. Byrd Anti-Lobbying Amendment
  - 8. Debarment and Suspension
- D. Other Government Clauses Required by the Cooperative Agreement
  - 1. Anti-Lobbying
  - 2. Officials Not to Benefit
  - 3. Metric Conversion
  - 4. Public Release of Information by Contractor
  - 5. Seat Belt Provision
  - 6. Security Sensitive Information
- E. Certification Regarding Lobbying
- F. Standard Form LLL, “Disclosure of Lobbying Activities”

## **SUBCONTRACTING AGREEMENT**

This SUBCONTRACT AGREEMENT, effective as of [insert start date], is made by and between the American Transportation Research Institute (“ATRI”), a D.C. nonprofit corporation with its principal place of business at 950 North Glebe Road, Suite #210, and Commercial Vehicle Safety Alliance with its principal place of business at \_\_\_\_1101 17<sup>th</sup> Street, NW, Suite 803, Washington, DC 20036 (“Contractor”).

WITNESSETH:

WHEREAS, ATRI is the recipient of federal financial assistance award Purchase Order No. DTFH61-09-P-00062 (the “Agreement”), in support of the Trucking Industry Technology Mobility Coalition (“TIMTC”) program;

WHEREAS, the purpose of the TIMTC program is to establish and host an industry forum where individuals can discuss information that advance Intelligent Transportation Systems in the commercial vehicle industry; and

WHEREAS, pursuant to OMB Circular A-133, § \_\_.210(c), and OMB Circular A-110 §§ \_\_.40 to \_\_.48 , relating to procurement contracts under grants, ATRI wishes to enter into a contract with Contractor for [insert type of] services;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth herein, the parties agree as follows:

### **PART 1 BASIC TERMS AND CONDITIONS**

1.1 *Type of Contract.* This Agreement is a cost reimbursement contract with a not-to-exceed ceiling.

1.2 *Statement of Work.* Subject to the terms and conditions set forth herein, the Contractor shall provide the services specified in the Statement of Work, attached hereto as Attachment A. Except as expressly provided herein, the Contractor shall furnish all personnel, materials, facilities and equipment necessary to perform the specified services. The Contractor shall perform the services in a professional and timely manner, using personnel well-qualified for their assigned duties.

1.3 *Deliverables.* The deliverables required under this Agreement are outlined in the Statement of Work, attached hereto as Attachment A. In addition, the Contractor shall cooperate with ATRI and provide any necessary information

ATRI may request to satisfy ATRI's reporting obligations to the Federal Government.

1.4 *Term.* Unless sooner terminated or extended, the period of performance of this Agreement is from [insert start date] to June 6, 2010.

1.5 *Not To Exceed Amount.* The maximum amount to be paid to the Subcontractor under this Agreement shall not exceed \$12,500. Any work performed by the Subcontractor in excess of the stated ceiling price shall be at the Subcontractor's risk and ATRI shall not be obligated to reimburse the Subcontractor

1.6 *Invoicing.*

(a) *Submission of Invoices.* The Contractor shall submit monthly invoices to ATRI within fifteen (15) calendar days after the close of each calendar month for the services provided during that month.

(b) *Certification of Invoices.* Each invoice must be signed by an authorized representative of the Contractor, whose signature will certify that the Contractor has performed the services described in the invoice in conformance with the requirements of this Agreement, that the amounts claimed are in conformance with this Agreement, and that Contractor has books and records to substantiate the services performed and its entitlement to the amounts invoiced. The Contractor shall include the following statement on each invoice:

"I hereby certify, to the best of my knowledge and belief, that this invoice is correct and that it includes only compensable services rendered and costs incurred in accordance with the terms of the contract."

(c) *Supporting Documentation.* Upon written request by ATRI, the Contractor shall furnish ATRI with copies of such books and records as necessary to substantiate its performance of the services and its entitlement to the amounts invoiced.

(d) *ATRI's Designee for Receipt of Invoices.* The Contractor shall submit its original invoices to:

Ms. Joy Miller  
Contract Supervisor  
American Transportation Research Institute  
950 N. Glebe Rd., Suite 210  
Arlington, Virginia 22202-4181  
Tel: (703) 838-1946  
Email: [jmiller@trucking.org](mailto:jmiller@trucking.org)

(e) *Changes to Designee.* ATRI may change the foregoing designee by providing written notice to the Contractor identifying a new designee.

(f) *Format.* Contractors shall use the invoice format typically used in its normal course of business. Each invoice must include a unique invoice number, any contract or project number assigned by ATRI, descriptions of the services performed, the payment amounts claimed with respect to those services, and any other information that ATRI's above-named designee may reasonably require by written instructions to the Contractor.

#### 1.7 *Payment.*

(a) *Services.* Within fifteen (15) business days after receiving a proper invoice for the month, ATRI shall pay Contractor, at the prices set forth in this Agreement, for the services provided and accepted. Those unit prices include all compensation due to the Contractor for the services rendered under this Agreement, and the Contractor is not entitled to payment of any additional or other amounts under this Agreement except for reimbursement of travel expenses, as set forth below. If Contractor does not submit a monthly invoice within thirty (30) calendar days after the close of a calendar month, Contractor shall not be entitled to payment for services provided in that month, and ATRI may decline to pay said invoice unless prior arrangements have been approved by ATRI.

(b) *Expenses.* Expenses, including travel expenses, shall conform to the government rates and be in compliance with the Federal Government Regulation, 41 C.F.R. Chapters 300-301. If the Subcontractor has any doubt about whether an expense is eligible to be reimbursed, the Subcontractor should contact Ms. Joy Miller at (703) 838-1946 for approval before the expense is incurred. Expenses not deemed by the Prime Contractor to be in full compliance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations or with OMB Circular No. A-122, Cost Principles for Non-Profit Organizations may not be reimbursed. ATRI shall reimburse Contractor for any pre-approved travel expenses on a per diem basis, determined in accordance with the Federal Travel Regulations, incurred in performing this Agreement.

(c) *Refund of Overpayments.* The Contractor shall promptly refund to ATRI any amounts found, by audit or otherwise, to have been improperly paid to the Contractor.

1.8 *Option to Extend the Term of the Agreement.*

(a) *Right to Extend.* By written notice to the Contractor received within the term of this Agreement, which shall include any extension, ATRI may extend the term of this Agreement by up to one year. In issuing such written notice, ATRI shall set a new ceiling price for the extended period of performance.

(b) *Limitation on Overall Duration.* If ATRI exercises this option, the extended Agreement shall be considered to include this option clause. The total duration of this Agreement, however, is limited to five years unless the parties mutually agree otherwise.

1.9 *ATRI's Designated Contractual and Technical Points of Contact.*

(a) *Designations.* The following personnel are authorized to act as points of contact for contractual and technical matters, respectively, for ATRI under this Agreement:

*For Contractual Matters:*

*For Technical Matters:*

Joy Miller

Dan Murray

Senior Contract Administrator

Vice President, Research

American Transportation

American Transportation

Research Institute

Research Institute

950 N. Glebe Rd., Suite 2102277 Hwy 36 W., Suite 302

Arlington, Virginia 22202-4181

Roseville, MN 55113

Tel: (703) 838-1946

Tel: (651) 641-6162

Fax : (703) 838-0291

Fax: (651) 651-631-9500

Email: [jmiller@trucking.org](mailto:jmiller@trucking.org)

Email: [dmurray@trucking.org](mailto:dmurray@trucking.org)

(b) *Changes to Points of Contact.* ATRI may change the foregoing designations by providing written notice to the Contractor identifying a new contractual or technical point of contact.

(c) *Scope of Authority.* ATRI's designated contractual point of contact is authorized to transmit authorized contractual notices, to receive contractual notices, and to provide contractual direction within the scope of the Agreement. ATRI's designated technical point of contact is authorized to provide technical direction within the scope of the work, including inspection and acceptance or rejection of services performed under the Agreement. Neither the contractual nor the technical point of contact is authorized to issue change orders, otherwise modify the scope of work, increase the time or prices for

performing of the work, modify any other terms and conditions of the Agreement, or otherwise bind ATRI contractually.

(d) *Sole Authority to Contract.* The only ATRI representatives authorized to issue change orders, otherwise modify the scope of work, increase the time or prices for performing the work, modify any other terms and conditions of the Agreement, or otherwise bind ATRI contractually are ATRI's President and Chief Operating Officer and ATRI's Senior Vice President, Accounting & Finance.

#### 1.10 *Assignment and Subcontracting.*

(a) *Assignability.* The Contractor shall not assign, subcontract, or otherwise transfer its obligations under this Agreement, in whole or in part, without the prior written consent of ATRI. Within fifteen (15) business days of receipt of any request for consent to assign or subcontract this Agreement, ATRI will review and respond to the request.

(b) *Subcontracting.* Regardless of any direction or advice that ATRI may provide with respect to any authorized subcontracts, the Contractor is solely responsible, without recourse to ATRI or the prime contractor, for awarding, administering and settling any and all authorized subcontracts and resolving all contractual and administrative issues arising out of such subcontracts.

#### 1.11 *Access to Books and Records.*

(a) *Record-Keeping.* The Contractor shall maintain sufficient records concerning the performance of this Agreement to permit verification through normal audit procedures of the Contractor's proper performance of the Agreement and the amounts charged in the performance of the Agreement by the Contractor.

(b) *Retention.* Contractor shall retain such records for at least three (3) years following final payment to ATRI under the Cooperative Agreement and for any longer period necessary to resolve any disputes arising under or relating to this Agreement.

(c) *Right of Access.* At any time within three (3) years following final payment to ATRI under the Cooperative Agreement, ATRI, the prime contractor, the Comptroller General of the United States, or any of their duly authorized representatives, shall have the right of access to and the right to examine any of the Contractor's books, documents, papers and records that are directly pertinent to the program for the purpose of making audits, examinations, excerpts and transcriptions.

(d) *Mandatory Flowdown.* The Contractor shall insert a clause containing the terms of this Access to Books and Records clause, including this paragraph 1.11, in all subcontracts that it issues in connection with this Agreement, except subcontracts less than \$100,000.00.

## **PART 2 GENERAL TERMS AND CONDITIONS**

2.1 *Publicity.* The Contractor shall not issue any news releases, plan or conduct any press conferences, make contact with any members of the media, produce any advertisements or publicly promote the program in any way without prior written consent of ATRI. This includes, among other things, talking to members of the media about the program, producing flyers or brochures to promote the program, writing website content, running advertisements on the radio or television and attending conferences to promote the program. For activities other than responding to media inquiries, ATRI requires three (3) business days to review and respond to all publicity requests. For media inquiries, the Contractor shall notify the technical point of contact immediately after media has made contact. The Contractor will not be reimbursed for any publicity costs incurred in connection with the program.

2.2 *Confidentiality.* In performing this Agreement, one party (the “Disclosing Party”) may disclose proprietary or confidential information (“Proprietary Information”) to the other party (the “Receiving Party”). Proprietary Information consists of any material that the Disclosing Party labels as “proprietary” or “confidential.” The Receiving Party may not disclose any such Proprietary Information without the prior written consent of the Disclosing Party, except to the extent expressly contemplated by this Agreement or as required by law. Upon expiration or termination of this Agreement, the Receiving Party shall, as directed by the Disclosing Party, return or destroy any such Proprietary Information.

### 2.3 *Inspection and Acceptance.*

(a) *Right to Inspect.* ATRI and the prime contractor their duly authorized representatives, may at any time inspect the facilities used by the Contractor or the Contractor’s subcontractors in performing this Agreement, and also may observe any and all programs provided under this Agreement. No inspection or review or approval by ATRI or the prime contractor shall relieve the Contractor of any of its obligations under this Agreement, or constitute a waiver of any defects or nonconformities.

(b) *Acceptance and Rejection.* All services performed under this Agreement are subject to final inspection and acceptance by ATRI. If ATRI at any time determines that any of the services did not conform with the

requirements of this Agreement, ATRI may require the Contractor to perform the services again at its own expense. When the defects cannot be corrected by reperformance, ATRI may reduce the price to reflect the reduced value of the services performed. If, upon ATRI's request to perform the services again, the Contractor fails to promptly do so, ATRI may (i) by contract or otherwise, perform the services and charge to the Contractor any costs incurred; or (ii) terminate this Agreement for default.

#### 2.4 *Changes.*

(a) *Change Orders.* ATRI may at any time, by written order, make changes within the general scope of this Agreement. No conduct by ATRI, other than such a written order, may be deemed to constitute a change to this Agreement.

(b) *Equitable Adjustment.* If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this Agreement, whether or not changed by the notice, ATRI shall make an equitable adjustment in the price, the time for performance, or both, and modify this Agreement accordingly. Failure to agree to any adjustment is a dispute under the Disputes clause of this Agreement. Nothing in this Changes clause, however, excuses the Contractor from proceeding with the Agreement, as changed.

(c) *Notice of Changes.* The Contractor must assert its right to an adjustment under this Changes clause in writing within fifteen (15) calendar days of receiving the written change order, or it waives any right to such an adjustment. The foregoing notwithstanding, if ATRI decides that the facts justify it, ATRI may receive and act upon a proposal submitted before final payment of the Agreement.

#### 2.5 *Suspension of Work.*

(a) *Right to Suspend.* ATRI may at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Agreement for a period of up to one hundred (100) calendar days. After receipt of ATRI's notice, the Contractor shall stop work in accordance with the terms thereof, taking all reasonable steps to avoid or minimize the incurrence of costs allocable to the work covered by the Agreement during the period of work stoppage.

(b) *Subsequent Actions.* Within the 100-day period, or any longer period that the parties agree to in writing, ATRI shall either terminate this Agreement under the Termination clause or cancel the stop-work order by written direction to the Contractor to continue the work. If the Contractor believes that any such suspension or withdrawal of suspension justifies a change in the prices

or time for performance of this Agreement, the Contractor shall comply with the provisions set forth in the Changes clause of this Agreement.

## 2.6 *Termination.*

(a) *Termination by Contractor.* By written notice to ATRI fifteen (15) calendar days in advance, the Contractor may, in its sole discretion, terminate this Agreement for its convenience. Upon such termination, the Contractor shall cooperate in good faith with ATRI to transfer the Contractor's work to another entity. No payment will be made for costs incurred after the date of the written notice.

(b) *Termination by ATRI.* By written notice to the Contractor, ATRI may terminate this Agreement, in whole or in part, as follows:

(1) for convenience, if the prime contractor terminates ATRI's Cooperative Agreement, in whole or in relevant part, or if ATRI determines that it is in the best interests of the program;

(2) for convenience, if the Contractor is unable to perform due to circumstances beyond its control and without its fault or negligence; or

(3) for default, if the Contractor materially fails to comply with the terms and conditions of this Agreement and has not cured such failure within fifteen (15) business days of receiving a written cure notice from ATRI, or if the Contractor fails to provide written assurances of performance within fifteen (15) business days after ATRI requests such assurances.

(c) *Actions upon Termination by ATRI.* Upon receiving a notice of termination from ATRI, the Contractor shall immediately stop work to the extent specified in the notice and terminate all subcontracts to the extent that they relate to the work terminated. The Contractor shall promptly submit a termination settlement proposal, and must do so within three months of the effective date of the termination or it waives any rights to further payments.

(d) *Rights and Obligations on Termination by ATRI.* In the event of a termination by ATRI pursuant to this section, the parties' respective rights and obligations will be as follows:

(1) *For Convenience.* Subject to the ceiling price, ATRI shall pay the Contractor the contract price for completed services that ATRI has accepted plus any actual, reasonable and unavoidable costs of terminating the work, less any amounts that ATRI has previously paid to the Contractor under this Agreement.

(2) *For Default.* Subject to the ceiling price, ATRI shall pay the Contractor the contract price for completed services that ATRI has accepted, less any amounts that ATRI has previously paid to the Contractor under this Agreement, and less the costs incurred by ATRI to acquire services similar to those terminated, and the Contractor will be liable to ATRI for any excess costs of those services.

(3) *Conversion to Termination for Convenience.* If a court of competent jurisdiction subsequently determines that the Contractor was not in default, or that the default was due to circumstances beyond the control and without the fault or negligence of the Contractor, the rights and obligations of the parties will be the same as if ATRI had terminated the Agreement for convenience.

(4) *Limitation of Termination Liability.* In no event will ATRI be liable to the Contractor for any anticipated profits, lost profits, consequential damages, special damages, or avoidable costs, or for any amounts in excess of the ceiling price.

(5) *Rights Cumulative.* The rights and remedies of ATRI under this section are in addition to any other rights and remedies provided by law or this Agreement.

(6) *Applicable Cost Principles.* To the extent that it becomes necessary or appropriate to determine the allowability of costs under this Agreement, this determination shall be made in accordance with the cost principles set forth in OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

2.7 *Works for Hire.* Any deliverable work, and any intellectual property rights in such work, originally produced or composed by the Contractor, its agents or employees as part of its duties under this Agreement shall be deemed, and shall be, as between ATRI and the Contractor, its employees, or agents, "work for hire" and the sole property of ATRI. The Contractor shall execute and deliver, or require that its employees or agents execute and deliver, any instruments that may be necessary to effect the rights of ATRI, or its designees, with respect to any such work. If any court or other competent authority determines that such work is not a "work for hire" under the copyright law, this provision will operate as an irrevocable license assigned by the Contractor to ATRI of the copyright in the work, including, without limitation, all right, title, and interest therein, in perpetuity. Further, all documents prepared or obtained under this Agreement, including basic notes, sketches, charts, diagrams, diskettes and other data prepared or obtained under this Agreement, becomes the property of ATRI upon suspension, abandonment, termination or completion of the Agreement and the work hereunder. The Contractor, however, shall have the

right to retain files or other working copies of such items; provided, however, that any derivative works shall belong solely to ATRI.

2.8 *Rights in Technical Data.* The Subcontractor's and U.S. Government's rights in data are detailed in Section 36 of OMB Circular A-110 "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations."

2.9 *Special Government Clauses.*

(a) *Clauses Required by OMB Circular A-110, § \_\_.48(e).* The Contractor shall comply with the clauses set forth in Attachment C, "Government Clauses Required by OMB Circular A-110, § \_\_.48(e)." As required by paragraph 7 of Attachment C, the Contractor shall sign the Byrd "Anti-Lobbying" Amendment certification attached hereto as Attachment E and return it with the signed signature page of this Agreement.

(b) *Other Required Clauses.* The Contractor shall comply with the clauses set forth in Attachment D, "Other Government Clauses Required by the Cooperative Agreement."

(c) *Mandatory Flowdown.* The Contractor shall incorporate this section 2.9 and copies of Attachments C and D (all modified as necessary to properly identify the parties to the subcontract) into any subcontracts that the Contractor awards pursuant to this Agreement.

2.10 *Gratuities and Contingent Fees.* The Contractor shall not offer or provide gratuities, favors, or anything of monetary value to ATRI's employees, agents or contractors, except where the gratuity, favor or thing of value is an unsolicited item of nominal value. This provision is not meant, however, to preclude the Contractor's reimbursement of reasonable travel expenses to ATRI's directors, officers or employees for speeches, presentations or similar personal appearances at functions sponsored by the Contractor. For breach of this clause, in addition to any other remedies provided by law or this Agreement, ATRI may deduct from the amounts payable to the Contractor the full amount of any gratuity, favor, or thing of value, and may terminate this Agreement for default.

2.11 *Conflict of Interest.* The Contractor warrants that there is no conflict of interest between the work to be provided under this Agreement and the Contractor's other activities. The Contractor shall promptly advise ATRI of any conflict of interest that arises during the performance of this Agreement.

2.12 *Relationship of the Parties.*

(a) *Independent Contractor.* The Contractor shall perform the work as an independent contractor and not as a partner, joint venturer, employee or agent of ATRI. The Contractor has no authority to bind ATRI or contract on behalf of ATRI, and shall not hold itself out as having such authority.

(b) *Contractor's Employees.* No employee, agent or other worker engaged by the Contractor shall be deemed to be an employee of ATRI for any purpose. The Contractor assumes full responsibility for paying all federal and state taxes, social security taxes, income taxes, Medicare and Medicaid taxes, and any and all other income or employment taxes relating to its performance of this Agreement.

2.13 *Compliance with Laws.* The Contractor shall comply with all laws, regulations, rules and orders pertaining to its performance of this Agreement, and shall promptly notify ATRI if it receives notice from any governmental authority of an actual or potential violation of any such laws, regulations, rules or orders.

2.14 *Insurance.*

(a) *Required Coverage.* The Contractor represents and warrants that it has, and shall maintain at all times throughout the term of this Agreement, the following insurance coverage:

- (1) commercial general liability coverage (including contractual liability and independent contractor's liability coverage) in an amount not less than \$1,000,000 per occurrence;
- (2) statutory worker's compensation and employers liability in an amount not less than \$1,000,000 per occurrence; and
- (3) business auto liability with coverage for bodily injury and property damage liability for all owned, hired or non-owned vehicles in an amount not less than \$1,000,000.00 per occurrence.

(b) *Other Requirements.* The Contractor represents and warrants that it has designated ATRI as an additional insured on the commercial general liability and business auto liability insurance policies, that it will maintain such designations at all times throughout the term of this Agreement, and that it will provide evidence of such coverage upon request. The insurance policies

shall provide that they may not be suspended, canceled or reduced with less than thirty (30) calendar days written notice to ATRI. The Contractor shall obtain such insurance from an insurer with a current A. M. Best rating of no less than AX.

2.15 *Mutual Indemnification for Personal Injury and Property Damage.*

(a) *Duty to Indemnify.* Each party shall indemnify and hold harmless the other party, its directors, officers, employees and representatives from and against any and all liability, claims, demands, suits, losses, damages, expenses and costs (including reasonable attorney fees) for personal injury or property damage resulting from the sole negligence or intentional acts or omissions of the party, its directors, officers, employees and representatives in connection with the party's performance of this agreement.

(b) *Requirement of Notice.* Any party seeking to be indemnified under this Mutual Indemnification clause must notify the indemnifying party in writing within fifteen (15) days of any claim made against the indemnified party within the scope of this clause.

2.16 *Set-Off and Withholding.*

(a) *Set-Off.* ATRI may set off against any amounts due under the Contractor's invoices any amounts that the Contractor owes to ATRI, including any damages resulting from the Contractor's breach of this Agreement and any adjustment for non-conforming services, including any costs occasioned thereby. ATRI's rights to set off such amounts apply even if the Contractor assigns its right to payment to a third party.

(b) *Withholding.* ATRI may withhold payment of an invoice, in whole or in part, if the Contractor has not complied with any of its obligations under this Agreement. ATRI is not obligated to pay the withheld amount unless and until the Contractor completely satisfies the obligation. The Contractor is not entitled to interest on any withheld payments.

2.17 *Dispute Resolution.*

(a) *In General.* ATRI and the Contractor shall work in good faith to resolve any dispute arising under or relating to this Agreement. Unless otherwise required by law, the Contractor shall not communicate with the prime contractor regarding any such dispute without ATRI's prior written approval. Pending final resolution of any such dispute, the Contractor shall proceed diligently with the performance of this Agreement.

(b) *Forum Selection.* The federal and state courts located in Arlington, Virginia, shall have exclusive jurisdiction over any lawsuit arising under

or relating to this Agreement. The parties irrevocably consent to such jurisdiction and waive any right that they may have to seek transfer of venue to another court.

(c) *Time to Commence Action.* The Contractor must commence any lawsuit against ATRI within one year from the time that the cause of action accrues.

(d) *Waiver of Trial by Jury.* The parties waive any right to a jury trial that they may have in any law suit arising under or relating to this Agreement.

(e) *Governing Law.* This Agreement, and any disputes arising under or relating to it, is governed by the laws of the Commonwealth of Virginia, exclusive of its conflict of laws rules. But if Virginia law provides no rule of decision or if Virginia law conflicts with the federal common law of government contracts and grants, the Agreement shall be governed by federal common law of government contracts and grants.

2.18 *Limitation of Liability.* Except as expressly provided herein, neither party is liable to the other for any consequential, incidental, indirect, special, punitive, or exemplary damages or for attorney fees.

2.19 *Notices.*

(a) *Manner of Providing.* All notices required or permitted to be given under this Agreement must be in writing and shall be sent or delivered as follows:

*If to ATRI:*

Joy Miller  
Contract Supervisor  
American Transportation  
Research Institute  
950 N. Glebe Rd., Suite 210  
Arlington, Virginia 22203-4181  
Tel: (703) 838-1946  
Fax: (703) 838-0291  
Email: [jmiller@trucking.org](mailto:jmiller@trucking.org)

*If to Contractor:*

Paul Bomgardner  
Director of Administration  
Commercial Vehicle Safety  
Alliance  
1101 17<sup>th</sup> St., NW, Suite 803  
Washington, DC 20036  
Tel: (202) 775-1623 ext. 104  
Fax: (202) 775-1624  
Email: [paulb@cvsa.org](mailto:paulb@cvsa.org)

(b) *Changes to Recipient or Address.* Either party may change its designated recipient or address under this clause by providing the other party with written notice, signed by the party's authorized contractual representative, designating a new recipient or address.

2.20 *Order of Precedence.* In the event of a conflict between the provisions of this Agreement, the following order of precedence governs:

- (1) Part 1 of this Agreement;
- (2) Part 2 of this Agreement;
- (3) The Statement of Work.

2.21 *Headings.* Section and paragraph headings are intended merely for the convenience of the reader and shall not be used in construing or interpreting this Agreement.

2.22 *Survivability.* The following sections of this Agreement survive its expiration, termination or cancellation: Sections 1.11; 2.1; 2.2; 2.6; 2.7; 2.8; 2.10; 2.12; 2.13; 2.15, 2.17; 2.18; 2.19; Attachment D, ¶ 4; and any other provisions that by their very nature would continue beyond its expiration, termination or cancellation.

2.23 *Modifications in Writing.* No modification of this Agreement is binding on ATRI unless it is in writing and is signed by ATRI's authorized contractual representative identified in paragraph 1.9(d).

2.24 *Waivers.* No waiver of any provision of this Agreement is binding on ATRI unless in writing and signed by ATRI's President and Chief Operating Officer or ATRI's Senior Vice President, Finance and Accounting. ATRI's past waiver of a provision does not constitute a course of conduct or waive that provision in the future.

2.25 *Entire Agreement.* This Agreement, including its Attachments, sets forth the entire Agreement between the parties with respect to its subject matter and supersedes any and all prior agreements or statements, whether written or oral, with respect to its subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement, by their duly authorized representatives, on the dates set forth below:

COMMERCIAL VEHICLE SAFETY  
ALLIANCE

AMERICAN TRANSPORTATION  
RESEARCH INSTITUTE

By: \_\_\_\_\_  
Stephen F. Campbell

By: \_\_\_\_\_  
Rebecca M. Brewster

Title: Executive Director

Title: President and Chief Operating  
Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT A

## STATEMENT OF WORK

### **Task 1: TIMTC Management Plan & Charter**

#### *Task 1.1 – Management Plan.*

CVSA will provide support to the development of the Management Plan and participate in the project kickoff teleconference.

CVSA will provide ongoing support to managing the activities identified in the Management Plan and will participate in the monthly internal project management updates to the U.S. DOT Technical Point of Contact (TPOC) as well as the quarterly updates to the TIMTC membership, leadership and full TIMTC database.

#### *Task 1.2 – TIMTC Strategic Plan & Charter.*

CVSA will participate in developing the TIMTC strategic plan and charter.

### **Task 2: TIMTC Website & Newsletter**

CVSA will participate in helping to design and develop the TIMTC website and Newsletter, as well as providing content.

CVSA will help identify individuals and organizations for the TIMTC contact database.

### **Task 3: ITS Freight Systems Analysis**

CVSA will provide support to the contractor on an as needed basis.

### **Task 4: TIMTC Annual Meeting**

CVSA will assist in organizing and managing the annual TIMTC meeting, to include organizing an education panel (on TIMTC activities and other industry programs referenced in Task 2 and a TIMTC leadership/membership meeting.

### **Budget**

Total budget for labor is not to exceed \$10,000  
Travel and ODC's are not to exceed \$2,500

## **ATTACHMENT B**

**This part is reserved for contract-specific reporting or invoicing**

**ATTACHMENT C  
GOVERNMENT CLAUSES  
REQUIRED BY OMB CIRCULAR A-110, § \_\_.48(e)**

1. *Equal Employment Opportunity.* Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. *Copeland "Anti-Kickback" Act.* If this Agreement is for construction or repair in excess of \$2,000, Contractor shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 276c), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States").
3. *Davis-Bacon Act.* If this Agreement is for construction in excess of \$2,000, Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").
4. *Contract Work Hours and Safety Standards Act.* If this Agreement is for construction in excess of \$2,000 or for other work in excess of \$2,500 involving the employment of mechanics or laborers, Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 to 333), as supplemented by Department of Labor regulations (29 C.F.R. part 5).
5. *Rights to Inventions Made Under a Contract or Agreement.* The parties agree that this Agreement and any subcontracts under it do not involve experimental, research or developmental work and that there is no expectation of any "inventions." Accordingly, this Agreement and any subcontracts are not subject to the provisions of 37 C.F.R. part 41, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," or to any implementing regulations issued by DHS.
6. *Clean Air Act and the Federal Water Pollution Control Act.* Contractor shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*). Violations shall be reported to DHS and the Regional Office of the U.S. Environmental Protection Agency ("EPA").

7. *Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)*. Contractor shall promptly provide ATRI with an executed copy of the lobbying certification, a copy of which is attached hereto as Attachment E. Pursuant to that certification, Contractor shall disclose to ATRI, by means of Standard Form LLL (Attachment F hereto), any lobbying with non-Federal funds in connection with obtaining any Federal contract, grant or other award covered by the Byrd Amendment. This provision applies to any subcontracts with a value of \$100,000 or more awarded by Contractor under this Agreement. Contractor shall collect and retain certifications from such subcontractors and shall collect and forward to ATRI any disclosure forms (Standard Form LLL) received from its subcontractors.

8. *Debarment and Suspension*. Contractor represents and warrants that neither it nor any of its principals:

- (a) are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs;
- (b) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency;
- (c) have, within a three-year period preceding the award of this Agreement, been convicted of, or had a civil judgment rendered against them, for: (i) committing fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; (ii) violating Federal or state antitrust statutes; (iii) committing embezzlement, theft, forgery, bribery; (iv) falsifying or destroying records; (v) making false statements; or (vi) receiving stolen property;
- (d) are presently indicted for, or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in the preceding subparagraph; and
- (e) have, within a three-year period preceding the award of this Agreement, had a public transaction terminated for cause or default.

Further, Contractor shall not knowingly enter into any subcontract with a person or entity that is included on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs. Such list may be found at <http://www.epls.gov/>.

## ATTACHMENT D

### OTHER GOVERNMENT CLAUSES REQUIRED

1. *Anti-Lobbying.* Contractor shall not use any part of the funding provided hereunder for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

2. *Officials Not to Benefit.* No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit arising from it.

3. *Buy American Act.* Pursuant to Public Law 106-113, to the maximum extent practicable, Contractor shall purchase only American-made equipment and products.

4. *Public Release of Information by Contractor.* The public disclosure or dissemination of data or information arising out of this Agreement will be coordinated by the parties and DHS, with the understanding that the intent of both ATRI and the prime contractor is to release data and information in a way that obtains maximum public value from the results of this program. Contractor shall not publicize or otherwise circulate promotional materials (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) that state or imply governmental, departmental, bureau or ATRI endorsement of a product, service or position. No release of information relating to this Agreement may state or imply that the government or ATRI approves of Contractor's work products or services, or considers Contractor's work products or services to be superior to other products or services. All information submitted for publication or other public releases of this information regarding this award shall carry the following disclaimer:

*The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.*

Contractor shall obtain prior governmental approval (through ATRI) for any public information releases concerning this Agreement which refer to the Department of Transportation or any of their operational components or employees (either by name or by title). Along with the request for such approval,

Contractor shall submit the specific text, layout, photographs, and any other materials relating to the proposed release.

5. *Security Sensitive Information.* Although records held by federal agencies are subject to the Freedom of Information Act (“FOIA”), some information submitted by Contractor may be considered “Sensitive Security Information” for FOIA purposes. Information about the treatment of “Sensitive Security Information” under FOIA is contained in 49 C.F.R. part 1520, published in the Federal Register (67 F.R. 8340, dated February 22, 2002). Under 49 U.S.C. § 40119 and 49 C.F.R. part 1520, sensitive security information is not available for public inspection or copying, and information in these records will not be released to the public. Information that may not be released may include references to vulnerabilities, risk, safeguards/mitigation (countermeasures), threats or any other information or data referred to in 49 C.F.R. part 1520. To the extent that the obligations of the parties require or involve access to information protected under the security laws of any country, Contractor shall comply with the regulations, provisions, and instructions contained in applicable government security laws and manuals. Contractor also shall comply with regulations regarding Critical Infrastructure Information (“CII”) and Security Sensitive Information (“SSI”). Contractor acknowledges the rights of ATRI and the Government to direct the use of data under the operating rules and under relevant regulations, and the sole rights of ATRI and the Government to any databases or software developed under this Agreement.

6. *Seat Belt Provision.* Contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented or personally-owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for its employees about the importance of wearing seat belts and the consequences of not wearing them.

7. *Metric Conversion.* All progress and final reports, other reports, or publications produced under this Agreement shall employ the metric system of measurements to the maximum extent practicable. Both metric and inch-pound (dual units) may be used if necessary during any transition period(s). However, Contractor may use non-metric measurements to the extent that Contractor has supporting documentation that the use of metric measurements is impractical or is likely to cause significant inefficiencies or loss of markets to Contractor, such as when foreign competitors are producing competing product in non-metric.



**ATTACHMENT E**

**CERTIFICATION REGARDING LOBBYING**

**CERTIFICATION REGARDING LOBBYING**

**Certification For Contracts, Grants, Loans, And Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code, Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



\_\_\_\_\_  
Signature/Authorized Certifying Official

Paul Bomgardner: Director, Admin.  
Typed Name and Title

Commercial Vehicle Safety Alliance  
Applicant/Organization

June 25, 2009  
Date Signed





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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full CATR/Log of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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## Appendix B

### Trucking Industry Mobility & Technology Coalition Organizational Charter

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#### Article I

*Name* - The name of the organization shall be the Trucking Industry Mobility & Technology Coalition (TIMTC).

#### Article II

*Purpose* - The TIMTC seeks to design, develop and maintain a forum to improve the knowledge base of both public and private sector stakeholders on ways that technology may be deployed to improve motor carrier safety and operations. The TIMTC will strive to represent all major stakeholder groups and produce outreach materials suitable for use by private industry.

#### Article III

*Membership* – The following membership categories apply:

- a) TIMTC Leadership: is composed of formal contract partners and U.S. DOT representatives. This group provide overall management guidance and project oversight.
- b) Regular Members: Regular membership implies regular participation in TIMTC activities and inclusion in the TIMTC Member database.
- c) TIMTC Contacts: TIMTC Contacts implies informal membership in the TIMTC and inclusion in the TIMTC Contacts database.

#### Article IV

*Officers* - The officers of the TIMTC, herein referred to as the TIMTC Leadership, shall be comprised of the U.S. Department of Transportation Technical Point of Contact (TPOC), the Principal Investigator and four Co-Managers representing the following organizations: the Commercial Vehicle Safety Alliance (CVSA); the American Association of State Highway and Transportation Officials (AASHTO); the American Trucking Associations (ATA); and the American Trucking Associations' Information Technology and Logistics Council.

##### Section A: Principal Investigator

The Principal Investigator will:

1. Act as a spokesperson for the TIMTC;

2. Serve as the Project liaison to the U.S. DOT TPOC;
3. Supervise the execution of all programs and activities;
4. Convene ad hoc committees of TIMTC Members as needed;
5. Appoint replacement members of the TIMTC Leadership, as necessary;
6. Ensure adherence to contractual obligations and deliverables;
7. Facilitate stakeholder communication;
8. Ensure that adequately skilled staff is available to complete each of the proposed tasks and related deliverables.

#### Section B: Co-Managers

The Co-Managers will:

1. Assist the Principal Investigator in the execution of his/her duties;
2. Fulfill the responsibilities and duties delegated to him/her by the Principal Investigator; and
3. Provide the Principal Investigator with technical expertise, as necessary.

#### **Article V** Ad Hoc Committees

Various ad hoc committees may be formed as needed by the Principal Investigator to address topical issues of limited scope. The chair of the committee and all committee members shall be appointed by the Principal Investigator.

#### **Article V** Amendments and Referenda

Amendments to the TIMTC Charter may be proposed by any member of the TIMTC Leadership. Proposed amendments require approval by a majority of the TIMTC Leadership. Any amendment that is not accepted may be reconsidered at a future date.

## Appendix C



### Agenda for ATA's MC&E

#### Tuesday, October 6

Participants can arrive early if they like. ATRI will have passes available if you'd like to attend the ATA's MC&E Exhibits. The exhibit hall is open on Tuesday from 9:45 a.m. – 12:15 p.m.

Afternoon – TIMTC Leadership Meeting

#### Wednesday, October 7

8:30 – 9:00 a.m. Introduction & Welcome (Hartman, Murray, Schneider CEO)

9:00a.m. - 10:15a.m. Educational Session for TIMTC govt and industry - All presentations must be topical to the goals of the TIMTC. All presentations will be of a somewhat standard format that will be developed by the session organizers.

#### **Government Speakers (RITA, FHWA, FMCSA, NHTSA)**

- Smart Roadside
- CSA 2010
- Truck Parking
- CVII
- I-70 Truck Only Lanes

#### **Industry Speakers**

- ATA
- NPTC
- OOIDA

Q&A Session to follow in a Town Hall Format. Each session attendee will be asked to complete a one-page worksheet that will be used in the TIMTC's working agenda later that day. The worksheet will be developed by the TIMTC, with input and concurrence of the sponsor.

10:15a.m. - 11:30 a.m. TIMTC business meeting

#### **TIMTC Working Agenda**

##### **Scope, Charter and Deliverables**

- Review and Collaborate on Newsletter Structure and Topics
- Review and Collaborate on Web Site Structure and Topics

##### **ITS Freight Systems Analysis**

- Presentation and Review
- Next Steps

11:30a.m. - 2:00 p.m. Exhibit Hall review with walk-around lunch

2:00p.m. - 5:00 p.m. Continue TIMTC business meeting

**Intellidrive**

- For CVO
- Presentations on projects of relevance to TIMTC not covered in educational session

**TIMTC Work Plan**

- Review/Comment on DRAFT
- Review Worksheets from morning session
- Next Steps