

**AGREEMENT with**  
**INSERT TRUCK OWNER'S NAME**  
**For the Installation and Operation of an Auxiliary Power Unit on a Diesel Truck**  
**and Data Collection and Reporting**

This AGREEMENT is made and entered into by and between the Mid-Atlantic Regional Air Management Association, Inc. (MARAMA), a Maryland not-for-profit corporation and **INSERT TRUCK OWNER'S NAME** (OWNER), in consideration of the mutual promises and covenants contained herein.

The OWNER agrees to perform the work described below. This AGREEMENT shall govern the parties as to the work to be performed and the terms and conditions under which the parties shall operate.

This contract includes the following attachments:

- Attachment A: Manufacturer Approved APU Installers in Delaware and Pennsylvania
- Attachment B: Request for Reimbursement Form
- Attachment C: Baseline Data Collection and Installation of APU Report
- Attachment D: Semi-Annual Report - April 2007 through September 2007
- Attachment E: Semi-Annual Report – October 2007 through March 2008

**A. Scope of Work and Conditions**

The purpose of MARAMA's Mid-Atlantic Anti-Idling Initiative is to help small business truckers install Auxiliary Power Units ("APUs") on diesel trucks and collect data to evaluate the effectiveness of the APU in reducing diesel emissions and diesel fuel consumption.

As noted below under Section B, "Deliverables and Tasks," this AGREEMENT includes Tasks 1, 2 and 3. Other items may be added to this AGREEMENT by a written amendment, should MARAMA and the OWNER mutually decide to proceed with additional work.

**B. Deliverables and Tasks**

Task 1. APU Purchase, Installation and Baseline Data Collection

In this task, the OWNER will complete the following subtasks.

- Purchase an APU. The OWNER will purchase an APU. The APU must be purchased from a manufacturer approved by MARAMA. Attachment A provides a list of suggested manufacturers that includes manufacturers who have manufacturer approved installers in Delaware and Pennsylvania.
- Install the APU. The OWNER, utilizing a MARAMA recommended installer, will install the APU from a manufacturer approved by MARAMA. Attachment A:

Manufacturer Approved APU Installers in Delaware and Pennsylvania provides a list of suggested installers in Delaware and Pennsylvania.

- Provide information on the truck, APU, and prior year idling data as described in Attachment C: Baseline Data Collection and Installation of APU Report.

The installed APU must be under the manufacturer's warranty for at least one year after date of installation and during the data collection period of one year.

Upon request, the OWNER will, at a mutually agreeable time, participate in telephone calls with MARAMA and host State staff to discuss APU purchase, installation, operation, warranties, and other matters.

#### Deliverables:

The OWNER must purchase and install an APU on his/her truck using a manufacturer approved installer and provide MARAMA on or before March 31, 2007 with:

- A signed invoice for the purchase of the APU,
  - A signed service receipt showing the APU was installed by a manufacturer approved or MARAMA suggested installer,
  - A copy of the APU warranty,
  - A photo of the APU installed on the OWNER's truck,
  - A completed Attachment C: Baseline Data Collection and Installation of APU Report.
- MARAMA will pay the OWNER \$750 for successful completion of this task.

#### Tasks 2 and 3. Semi-Annual Reports

Using the Attachments D and E: Semi-Annual Reports, the OWNER will provide two semi-annual reports to MARAMA.

#### Deliverable Task 2. First Semi-Annual Report:

- The OWNER will provide on or before October 31, 2007 a completed Attachment D: Semi-Annual Report for the period April 1, 2007 through September 30, 2007. MARAMA will pay the OWNER \$750 for successful completion of this task.

#### Deliverable Task 3. Second Semi-Annual Report:

The OWNER will provide on or before April 30, 2008 a completed Attachment E: Semi-Annual Report for the period October 1, 2007 through March 31, 2008. MARAMA will pay the OWNER for successful completion of this task the lesser of \$1,500 or an amount that brings the total of all MARAMA payments to 50 percent of the total cost of the APU or heating and air conditioning equipment.

The OWNER, in accomplishing the tasks of this project, will maintain close communication with MARAMA during the collection and submission of project data.

**C. Period of Performance and Schedule**

The period of performance for this contract shall commence on March 1, 2007 and will continue through April 20, 2008.

**D. Deliverables and Due Dates**

Deliverables and due dates are as stated in the table below:

<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1	Baseline Data Collection and Installation of APU Report	March 31 1,2007
2	Semi-Annual Report - April 2007 through September 2007	October 31, 2007
3	Semi-Annual Report - October 2007 through March 2008	April 30, 2008

The OWNER agrees to use all reasonable efforts to meet any deadlines to which both parties have agreed and to deliver the Deliverables for which it is responsible. MARAMA agrees that the OWNER will not be held liable for events or circumstances outside of its control.

**E. Payments**

The total budget for this project, including Tasks 1, 2, and 3, is the lesser of \$3,000 or 50 percent of the total cost of the APU purchased by the OWNER.

Upon receipt and acceptance of a reimbursement request and all required supporting materials for a given Task, MARAMA will pay the agreed amount to the OWNER within forty-five days. The OWNER will be paid for Deliverables received.

Any expenditure not in accordance with this AGREEMENT is the responsibility of the OWNER. All reimbursed amounts must be for tasks described in this AGREEMENT.

Reimbursement requests are to be submitted to the following address:

Joan Walstrum  
MARAMA  
711 W. 40<sup>th</sup> Street, Suite 312  
Baltimore, MD 21211-2109

MARAMA shall remit payments to the following address:

**ENTER OWNER NAME AND ADDRESS**

**F. Penalty**

MARAMA will impose a penalty in the amount of 10 percent per week for the Baseline Data Collection and Installation of APU Report and the Semi-Annual Reports if the report is not postmarked on or before the due date specified in D. Deliverables and Due Dates.

**G. Key Personnel**

The OWNER’s key contact person for this project is:

**ENTER KEY CONTACT NAME, ADDRESS, PHONE and E-MAIL ADDRESS**

MARAMA’s key contacts for this project are:

Ms. Susan Stephenson  
Senior Policy Analyst  
Mid-Atlantic Regional Air  
Management Association  
711 W. 40<sup>th</sup> Street, Suite 312  
Baltimore, Maryland 21211

Ms. Susan S.G. Wierman  
Executive Director  
Mid-Atlantic Regional Air  
Management Association  
711 W 40<sup>th</sup> Street, Suite 312  
Baltimore, Maryland 21211

**H. Additional Terms and Conditions**

Governing Law - OWNER will comply with all applicable state and federal laws and regulations. Notwithstanding clauses included or omitted from this AGREEMENT, it is understood and agreed to by both parties that all applicable laws and regulations regarding contracting with the use of public funds will be adhered to by each party.

Non-Discrimination - In the performance of this CONTRACT, the OWNER will not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, political opinion or affiliation, or physical or mental handicap and shall comply with the provisions of the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319) and all administrative rules and regulations issued pursuant to said Acts and Order.

Equipment Ownership - Any equipment or property purchased by the OWNER pursuant to this AGREEMENT shall be the property of the OWNER.

Indemnification - OWNER agrees to hold harmless, indemnify, and defend MARAMA, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which MARAMA, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused by OWNER or its employees or by the APU in the performance of this CONTRACT.

Use and Dissemination of Data and Information - With the exception of proprietary and confidential information marked by OWNER as such, all reports, evaluations, data, and other work products or deliverables produced under this contract may be made available by MARAMA or the OWNER to other parties and the public free of charge (except for shipping and reproduction costs).

OWNER shall comply with 48 C.F.R. 52.222-4, Contract Work Hours and Safety Standards Act – Overtime Compensation, as applicable.

## **I. Amendments**

This AGREEMENT and any attachments hereto constitute the entire AGREEMENT between the parties. No oral understanding or Contract not incorporated herein, shall be binding on either MARAMA or the OWNER. No amendment to this AGREEMENT shall take effect until approved by MARAMA and the OWNER in writing.

## **J. Disputes**

Any disputes arising from this AGREEMENT shall be brought in a court in the State of Maryland with appropriate jurisdiction and subject to the laws of the State of Maryland.

Attorney's Fees - In the event any action (including arbitration) is filed by either party in connection with the enforcement or interpretation of this CONTRACT, the unsuccessful party in said action shall pay, among other sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees and costs.

## **K. Termination**

MARAMA may in its sole discretion terminate the AGREEMENT under the following conditions:

- 1) OWNER makes a material misrepresentation in the project application, reports, or other communications; or
- 2) OWNER does not provide proof of APU installation by an approved installer by March 31, 2007; or
- 3) OWNER does not provide a Baseline Data Collection and Installation of APU Report or a Semi-Annual Report within 45 days after it is due.

**IN WITNESS WHEREOF**, the parties have executed this AGREEMENT as of the day and year shown below.

MID-ATLANTIC REGIONAL AIR MANAGEMENT ASSOCIATION, INC.

\_\_\_\_\_  
Susan S.G. Wierman, Executive Director

\_\_\_\_\_  
Witness  
Alice R. Lutrey, Training Co-ordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ENTER OWNER NAME**  
**COMPANY NAME**

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Signature Name

\_\_\_\_\_  
Date