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Policies, Guidelines and Procedures
October 2017

Cooperative Computer Software

Policies, Guidelines and Procedures

American Association of State Highway and Transportation Officials
444 North Capitol Street N.W., Suite 249, Washington, D.C. 20001

September 2017

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This Policies, Guidelines and Procedures (P, G & P) document is intended to gather in one place the principal guiding documents relating to AASHTO's Cooperative Computer Software Development program. Included herein is AASHTO Administrative Resolution AR-2-86, which was most recently revised by the AASHTO Board of Directors on September 28, 2017. It constitutes the principal policy guidance on this important and growing AASHTO activity. Additional guidelines and procedures derived from and intended to clarify and provide further detail on AR-2-86 are also included.

This is an internal, procedural committee document and is published under the authority of the Board of Directors and the Special Committee on AASHTOWare. Excepting AR-2-86, the guidelines and procedures herein contained are subject to revision at the discretion of the Special Committee and may be revised from time to time. The most recent update was made to the policy to:

- Reflect the change of the program oversight committee's name from the Special Committee on Joint Development to the Special Committee on AASHTOWare.

- Remove references to the Administrative Subcommittee on Information Systems in the description of the composition of the Special Committee on AASHTOWare, consistent with the restructuring of the AASHTO committees adopted by the Board in November 2016.

September 2017

1.0 Introduction

1.1 Concepts and Philosophy

The member departments of AASHTO recognize the benefits of joining together in cooperative efforts to develop maintain and enhance computer software products jointly. Many functions and activities of state transportation departments can be and are vastly improved through software-based automation, and many of these software needs are not effectively met by the commercial marketplace due to the specialized or unique requirements of such departments. Hence there arises the need to develop specialized software products in such areas as bridge design and rating, roadway design, construction contract administration, technical training and in other areas. By joining together to address commonly perceived needs and problems, groups of AASHTO member departments can realize enormous economies of scale, significantly reduce the costs of such activity to each member department, produce more robust and better maintained products, and foster product user groups to exchange information and to suggest useful enhancements and improvements.

Accordingly, AASHTO has established the Cooperative Computer Software Development program, and has established policy and guidance for it through Administrative Resolution AR-2-86. This Resolution was initially adopted by the Board of Directors in 1986, and has been modified on several occasions by the Board over the years with the most recent being November 19, 2012. Through AR-2-86 AASHTO has established certain organizational entities to direct and administer the activity. These include the Special Committee on AASHTOWare, which reports to the Board of Directors or Executive Committee, as appropriate, and provides broad oversight and overall supervision of the activity. The Special Committee serves as a forum to debate policy issues which may arise so as to make appropriate recommendations to the Board of Directors, and is delegated the authority and responsibility for monitoring, coordinating, and providing technical direction for the activity. Additionally, a series of task forces have been established as needed to oversee the various projects and products. It has also assigned certain administrative and management responsibilities to the Executive Director and his staff, and has authorized certain staff positions dedicated principally or wholly to this program.

The goal of the Cooperative Computer Software Development program then, is to provide a means for AASHTO member departments to pool their resources on a voluntary basis to produce mutually acceptable computer software products to accomplish the following objectives taken from AR-2-86:

- Substantially reduce software development, maintenance and enhancement costs for participating member departments.

- Allow the development of complex and innovative software products that would be uneconomical for individual member states to accomplish.

- Produce standardized software products.

- Optimize scarce and skilled resources such as:

  - Engineers

  - Computer Specialists

  - Other Specialists and Professionals

- Provide for the portability of software.

- Produce software products that provide user benefits such as:

  - Increased Management Capabilities

  - Increased Productivity

  - Reduced Construction Costs

  - Optimized Highway Design Processes

As in any enterprise, it is necessary to identify, based upon past practices, experiences, successes and failures of other similar enterprises, the critical success factors. The following critical success factors have been identified for the AASHTOWare process:

1. Sources of funding should be on a voluntary basis.

2. Although each project solicitation would be based upon a fixed fee, investments of a lesser value could be accepted. (AR-2-86 defines when these may be accepted).

3. New development projects should (a) produce a usable product and (b) have an approved project timeline for all project deliverable.

4. Once a project is completed the resulting product(s) will be made available to all AASHTO member departments at an appropriate license fee for that product.

5. A very specific point should be established defining when development work moves from project to a product phase.

6. The Cooperative Computer Software Development process shall be responsive to the AASHTO membership and managed by the Special Committee on AASHTOWare, the Project and Product Task Forces, and the AASHTO staff.

7. Involvement of other AASHTO members and committees (users) is essential to the success of these efforts.

8. Projects that do not have a viable financial plan will not be undertaken.

9. Funds received in excess of the estimate for the project should be used (a) for further development or (b) to reduce future licensing fees.

10. Products should be developed to meet specified performance requirements and provide an intuitive interface.

11. Customer satisfaction will be measured and reported on a routine basis.

The critical success factors outlined above are embodied in the policy, guidelines and procedures contained in this document.

It is felt that AASHTO should encourage all member departments including those who did not originally invest in the project development phase, as well as interested non-AASHTO organizations, to participate in the finished product, so that the

benefits of AASHTO products can be utilized by as many as possible. In addition to the benefits received, more users for a product reduce the fee for investing departments, and helps assure adequate funding for future enhancements. The net results are more users, less cost per user, and an increased product life cycle and greater benefits to the membership.

There have been many remarkable software system development failures and one of the major reasons has been the inability to define the scope of a project, identify the products to be produced and deliver those products on a timely basis. There have been many large systems development projects where the system developer understood one thing, the user understood another, and the project continued for years and in many instances was abandoned or the products delivered were judged to be inadequate. In short, these systems did not deliver what the user wanted in a time frame to meet user needs. The failure of major system development efforts in, initially, the Department of Defense and later the civilian sector of the federal government resulted more than a decade ago in the establishment of the Software Engineering Institute at the Carnegie Mellon University in Pittsburgh, Pennsylvania. The SEI has developed a number of techniques and insights that have been shown to help greatly in achieving success in the software development field. Those involved in the AASHTOWare® program have been working to acquire and apply the knowledge available from the Institute.

One solution to this problem is to define specific systems to be delivered in a short time frame with phased implementation. This technique assures early delivery of products to the user that can be productively used with minimum investment, and scopes projects to a size that can be managed, if required, by having multiple phases. Another important aspect to insure project success is to have the user as an active partner in the systems development process.

Where computer technology is a recognized tool to improve productivity, and with the introduction of new technology many of the AASHTO committees have an interest in the development of computer systems.

It is clearly inappropriate to attempt to maintain and offer for license software products for which demand has declined below a certain critical level where needed enhancements are no longer feasible and basic maintenance may begin to be impractical. Such a decline in demand may occur due to evolutionary changes in hardware or software practices, which renders a product obsolescent. Or, it may occur when private companies discern a market niche made evident by a successful AASHTOWare product and begin to offer competitive products. Whatever the reason, recognizing the need to decommission a product, while seeking to ensure that the interests of the product's remaining users are protected to the maximum extent possible, is a necessary but not easy responsibility of those charged with the AASHTOWare program.

The procurement process for AASHTOWare services must be one which is competitive, and all potential contractors should normally be solicited through an open competitive process. It is also necessary to understand that circumstances may arise in which sole source selection of a contractor is the most prudent course and in AASHTO's best interest.

2.0 Policy

2.1   Administrative Resolution AR-2-86

AASHTO Policy and Guidelines with Regard to Cooperative Computer Software Development Projects and Products (February 21, 1986) (Amended February 20, 1987) (Amended December 5, 1987) (Amended July 23, 1990) (Amended July 27, 1992) (Conformity Amendments made February 18, 1993 by the Executive Director under authority granted by the Board of Directors) (Amended March 23, 1994) (Amended April 22, 1996) (Amended April 19, 1999) (Amended December 10, 2000) (Amended April 21, 2002) (Amended September 19, 2004) (Amended October 25, 2009) (Amended November 19, 2012) (November 24, 2014) (Amended May 26, 2016) (Amended September 28, 2017)

The Board of Directors of the American Association of State Highway and Transportation Officials, Incorporated hereby approves and establishes the following "AASHTO Policy and Guidelines with Regard to Cooperative Computer Software Development Projects and Products."

2.2   Policy

The American Association of State Highway and Transportation Officials, Incorporated (hereinafter, the Association or "AASHTO") has been and will continue to act as an agent to help foster the cooperative development of computer software projects on behalf of its member departments. The goal of this activity is to provide a means for member states to pool their resources on a voluntary basis to produce mutually acceptable computer software products that are generally not available and to accomplish the following objectives:

- Substantially reduce software development, maintenance and enhancement costs for participating member departments.

- Allow the development of complex and innovative software products that would be uneconomical for individual member states to accomplish.

- Produce standardized software products.

- Optimize scarce and skilled resources such as:
    i.   Engineers
    ii. Computer Specialists
        iii. Other Specialists and Professionals

- Provide for the portability of software.

- Produce software products that provide user benefits such as:

  iv. Increased Management Capabilities

  v. Increased Productivity

  vi. Reduced Construction Costs

  vii. Optimized Highway Design Processes

In order to meet the above goal and objectives and obtain the stated benefits, the following policies are hereby established for cooperative computer software projects sponsored by AASHTO:

1. The Special Committee on AASHTOWare was created by action of the Board of Directors on November 15, 2016. The approved charge statement and membership of the Special Committee is attached to this Administrative Resolution as Attachment A and is hereby incorporated therein. The Special Committee is hereby recognized as the creature of the Board of Directors and Executive Committee, as appropriate, for overall supervision of this program within the limits of the policy statements contained within this Administrative Resolution. The Special Committee shall recommend such new or revised policies concerning the Cooperative Computer Software Development program as it deems appropriate to the Board of Directors and Executive Committee for action, as appropriate. It shall also develop and adopt appropriate procedural and guide documents within this approved policy framework.

   The Special Committee on AASHTOWare is further delegated the authority and responsibility for monitoring, coordinating and providing technical direction for all cooperative computer software development activities of the Association, and for review and oversight of contracts necessary to carry out activities, subject to this policy and related guidelines. Decisions potentially affecting the reputation, liability, or fiscal resources of the Association will be made in consultation with and with the approval of the Executive Director or his authorized delegate. It is understood that under Article IV of the Association's By-Laws only the Executive Director has the authority to formally negotiate, execute and administer contracts on behalf of the Association which authority may be delegated in part or entirely to other members of the AASHTO staff. No contract negotiations shall be commenced by the Special Committee or product/project task forces, or their members, except jointly with the Executive Director or his delegate without having first obtained a letter of authority from the Executive Director. No contract or contract terms shall be formally offered or accepted on behalf of the Association except by the Executive Director. The membership of the Special Committee on AASHTOWare shall consist of a Chairperson and up to eight additional members, and may include four to five individuals selected for their expertise in information technology, and four to five individuals selected for their expertise in the broad application areas covered by AASHTOWare, including Chief Engineers. Members of the Special Committee shall be appointed by the President subject to confirmation by the Executive Committee.

2. The Executive Director is empowered to negotiate and execute necessary contracts to implement AASHTOWare software activities that have first been recommended by the Special Committee on AASHTOWare.

3. The Executive Director is charged with the general administration of all contracts resulting from approved cooperative computer software development activities, in accord with the adopted procedures of the Association.

4. The Special Committee on AASHTOWare shall propose such task forces for each activity as are necessary for its development and direction. It shall nominate candidates to serve as chairpersons and members of such task forces, to be chosen from among employees of AASHTO member departments or other public sector agencies and associations with whom AASHTO has agreed to work jointly, and shall recommend their terms of service.

    The Special Committee on AASHTOWare shall have the authority to formally establish and terminate such task forces. The Chair of the Special Committee subject to the approval of SCOA shall appoint the chairs, vice chairs and members of all project and product task forces and determine their terms of service.

5. The members of the Special Committee on AASHTOWare, the project and product task forces, and other teams and groups formed in the course of this program shall be reimbursed for travel costs in connection with official meetings required for AASHTOWare activities. These travel costs shall be included as a budgeted program expense. In addition, to ensure proper administration, and to minimize potential budgetary impacts, all expense reports must be submitted to AASHTO Headquarters within 60-days of the last day of the applicable meeting(s) to be considered eligible for reimbursement.

    The Executive Director may authorize exceptions to these travel restrictions when it is in the best interest of the Association. When a task force meeting is held in conjunction with a meeting sponsored by another organization, expenses are only reimbursable if the purpose of attending is solely to conduct AASHTO task force business or for that portion of the stay directly attributable to the work of the AASHTO task force. The Executive Director shall administer the reimbursement of such travel costs, which shall be done within guidelines established by the Executive Director that are comparable to those utilized for AASHTO employees, and the task force shall propose budgets for these and other travel costs related to the administration of the activities.

6. The Special Committee on AASHTOWare is authorized to adopt such further procedures and guidelines as it believes necessary for the proper conduct of joint computer software development efforts by the task forces, subject to the concurrence of the Executive Director that such further procedures and guidelines are compatible with current AASHTO policy, related actions by the Board of Directors and Executive Committee, and the general regulations and governing documents of the Association.

7. The Special Committee on AASHTOWare is authorized to adopt on behalf of AASHTO such internal application, technical and data standards and guides, and periodic revisions thereto, as it believes are required to facilitate the development of the Association's software products so that they can meet the characteristics of: (1) portability; (2) expandability; (3) adaptability; (4) interoperability; and (5) capability of being easily integrated into other software products developed by AASHTO and others. The Technical and Application Architecture Task Force or any product or project task force may propose such standards and guides to the Special Committee on AASHTOWare.

8. The Association will retain proprietary rights to all computer software products resulting from cooperative efforts for which AASHTO is the agent on behalf of member departments, and will claim copyright for all versions of cooperatively developed software. The Association has adopted and registered the trademark "AASHTOWare" to identify its family of computer products, and shall apply the mark thereto in a manner approved by the Executive Director.

9. The Association will provide an opportunity for all member departments and approved public sector partners to voluntarily participate in any cooperative computer software development activity through the process established by the Association. For those entities choosing to participate, the following conditions will apply:

   a. AASHTO shall own all right, title and interest in and to all software and materials developed, produced or created under any cooperative computer software development activity including all participant contributions to the software development activity. If requested by AASHTO, participants shall execute such assignments or other documentation as may be necessary to secure and confirm AASHTO rights including ownership of copyright.

   b. All participants shall agree to hold AASHTO harmless with respect to any litigation resulting from the use of the software developed.

   c. Participants will be required to sign a non-disclosure agreement which prohibits further distribution of the software.

   d. Members will be provided source code upon request and the execution of a source code agreement.

   e. When participating entities agree to embark upon the development of original computer software packages, significant enhancement of existing packages, or the purchase of rights for existing software packages, a determination will be made of target costs and participating members among which those costs are to be shared in order to determine the target fees.

      Variable fee structures may be allowed at the discretion of the Executive Director under the following guidelines:

      i. Greater than target fee may be accepted from any member;

      ii. Less than target fee may be allowed when adequate mitigating circumstances exist and two-thirds majority consent of full target fee participants is obtained. Less than target fee participants, if allowed to participate, will not be entitled to receive a perpetual license to the source code resulting from the cooperative development effort.

   f. After products have been developed or purchased and are ready for operational use, members and other entities not participating in the development phase or non-members may obtain use of such computer software products by paying the appropriate annual license fee for that product. In setting the license fee, consideration may be given to a lower license fee structure for those participating entities that supported the development of the product.

   g. End-user training and related training materials may be included in the license fees if desired and included in applicable work plans and approved budgets.

   h. No on-site implementation assistance shall be provided as part of a member department's license fee. Member organizations may choose to contract for these services individually, or may purchase optional service units through AASHTO, if so offered.

10. The AASHTO may grant non-transferable, non-exclusive licenses for any AASHTOWare product to any organization or company other than originally participating member departments, public or private, under its proprietary rights, but only under the following minimum conditions:

a. The annual fee in the initial year of licensing may be prorated based on the number of months remaining in the license period. License Agreements shall normally be for an annual term, and shall provide for the return of the software if a license is not renewed. Exceptions for annual term license fees may be granted when determined to be in the best interest of AASHTO.

b. All licensees will be required to sign Master and Supplemental License agreements which include non-disclosure terms and conditions prohibiting further distribution of the software.

c. The organization or company shall agree that in utilizing the licensed software, it will make clear to everyone to whom it offers its equipment or services the origin and version of the software.

d. The organization or company shall agree to hold AASHTO harmless with respect to any litigation resulting from any license.

e. No implementation assistance or end-user training shall be provided to non-member organizations; however, they may choose to contract for these services individually or collectively, or may purchase optional On-site Service Units through AASHTO, if so offered.

f. Non-profit educational institutions will be provided products at a discount from the current license fee when the products are used exclusively for education and training purposes. The amount of the discount in each case will be established by the Executive Director in consultation with the Special Committee on AASHTOWare. The annual fee in the initial year of licensing may be prorated based on the number of months remaining in the license period. License Agreements shall normally be for an annual term, and shall provide for the return of the software if a license is not renewed. Exceptions for annual term license fees may be granted when determined to be in the best interest of AASHTO.

g. Members will be provided source code upon request and the execution of a source code agreement.

h. Non-Members may be supplied source codes only when it has been determined to be in the best interests of AASHTO by the Special Committee on AASHTOWare with the concurrence of the Executive Director, and upon execution of a source code agreement.

11. AASHTO may offer licensees the opportunity to acquire optional fixed-fee increments or units of contractor-provided service for consultation and support to assist an agency in implementing the AASHTOWare products through the annual AASHTOWare Catalog. AASHTO shall serve as facilitator only by accepting the commitment for such contractor-provided services, invoice and receive payment on behalf of the agency and forward the order and payment to the contractor for the appropriate number of units of services ordered. AASHTO requires payment for service units be rendered within thirty (30) days of receipt of an invoice, and in advance of performance of work by the contractor, under the following conditions:

a. Service unit contractors are independent contractors and solely responsible for all aspects of the performance, delivery, quality and terms and conditions of service they provide to agencies. AASHTO SHALL NOT BE RESPONSIBLE AND DISCLAIMS ANY AND ALL LIABILITY FOR ANY DAMAGE OR LOSS WHATSOEVER, INCLUDING PERSONAL INJURY, DAMAGE TO PROPERTY, OR LOSS OF BUSINESS OPERATIONS, INFORMATION OR DATA, ARISING OUT OF OR RELATING TO ANY ACT OR OMISSION OF SERVICE UNIT

CONTRACTORS, THEIR EMPLOYEES, AGENTS AND SUBCONTRACTORS. It is highly recommended that each member agency review its service needs with the appropriate contractor, develop a firm estimate of the number of units required and establish work plans and other terms and conditions of service, including the schedule for delivery, prior to submitting their commitment. Further, the applicable product Task Force may review work plans for service unit work to ensure conformance with the guidelines for their use.

b. Member agency purchase of service units is not a pre-requisite to license any AASHTOWare product, nor does it affect in any way the normal support, maintenance and enhancement services provided under the AASHTO license agreement and normal fee structure for the product(s). Choosing this special offering is strictly the prerogative of member agencies.

c. AASHTO assumes no responsibility or liability for any obligation of Service Unit Contractors, including scheduling or delivery of such units of service. It shall remain the responsibility of the subscribing member agency to schedule their individual unit(s) of service and establish any other terms and conditions directly with the contractor.

12. The use by AASHTO of licensed software owned by others as part of a cooperative computer software development activity is an acceptable method of system design for Association software development efforts only where AASHTO has first obtained a satisfactory license, and shall be used only in instances where it is judged to be the most effective solution by the Special Committee on AASHTOWare and the Executive Director.

13. An AASHTO software development contractor may conduct project-related or development activities related to an AASHTO software project that are outside the scope of AASHTO-contracted work, but only at no expense to the project, and only when approved by the related project or product task force, and with the concurrence and written notification of such approval by the AASHTO designated representative. A copy of the written notification will be sent to the Special Committee on AASHTOWare Chairperson. As a condition of a software development contract with AASHTO, any software development contractor shall agree that all results from any unauthorized project-related software development shall automatically become the property of AASHTO. AASHTO, as a condition of a software development contract, shall also reserve the right to purchase an exclusive license to the product of an approved project-related or development activity at a negotiated fee.

14. The fees paid to AASHTO for a non-exclusive, non-transferable license to use an AASHTOWare computer software product for a given period, normally one year, by participating member departments shall be in all cases in accordance with the approved license fee schedules. The level of all such fees shall be as approved by Special Committee on AASHTOWare, and incorporated into overall AASHTO annual budget that is subsequently approved by the Executive Committee, and shall be calculated at a level so that the resulting proceeds are sufficient to:

a. compensate the selected contractor for maintenance and enhancement services provided in accordance with the approved contract;

b. reimburse the travel costs of the members of the directing product task force and assigned AASHTO staff to attend product related meetings in accordance with AASHTO guidelines;

c. contribute proportionately to a fund established to reimburse the travel expenses of members of the Special Committee on AASHTOWare, the Technical and Applications Architecture Task Force, and AASHTO staff to participate in meetings related to the Cooperative Computer Software Development program generally;

d. reimburse AASHTO for its direct and indirect costs of administering the program and each specific project and product; and

e. accumulate a Cooperative Computer Software Development Program Capital Reserve as described below.

The amounts for these respective categories shall be as established in the AASHTO budget as approved by the Executive Committee. The fees paid to AASHTO for such licenses by non-AASHTO entities shall be at least equal to fees that would have been paid by member departments.

15. There shall be a Cooperative Computer Development Capital Reserve to be accumulated over a period of years for the purposes of:

a. serving as a resource in the event of dispute or litigation relating to a project, product or other activity associated with the AASHTO Cooperative Computer Software Development program for the purposes of paying any deductibles required by the terms and conditions of commercial insurance policies covering such claims, as well as the cost of defense or indemnity that exceeds the limits of AASHTO's commercial insurance coverage;

b. providing a short-term cash flow adjustment mechanism when circumstances such as unpaid accounts receivable so indicate at the discretion of the Executive Director;

c. providing a capitalization fund should AASHTO elect to transfer the Cooperative Computer Development Program to another legal entity, either affiliated or unaffiliated; and

d. paying the costs of terminating the program in excess of funds available from each product or project budget, should AASHTO so elect.

The Capital Reserve fund shall be presented on the books of AASHTO as separate component of unrestricted net assets as part of the fund balance of AASHTO, and shall not be regarded as part of AASHTO's undesignated funds. It shall be gradually accumulated to reach a level of at least twenty-five percent (25%) of the then current annual volume of the program, with the precise amount to be determined by recommendation of the Executive Director, with the approval the Executive Committee through its annual budget approval process.

Contributions to the fund during its accumulation period will come from a five percent (5%) surcharge to be added to all project assessments and product license fees after their determination through the annual AASHTO budget development process, or as recommended by the Executive Director and approved by the Executive Committee.

In the event AASHTO elects to terminate the Cooperative Computer Software Development program and not transfer it to another entity, after deduction of all costs of such termination not available from individual product or project funds, the capital fund balance will be distributed in a manner as approved by the Policy Committee and in accordance with the SIXTH Article of the Articles of Incorporation.

16. The Special Committee on AASHTOWare is authorized to establish and oversee a Program Development Pooled Fund for purposes of benefit to the

AASHTOWare Program as a whole, and may include but not necessarily be limited to the following activities:

a. operation of a research and innovation program that focuses on ensuring that the AASHTOWare Program provides state-of-the-art technical solutions and strategically addresses future needs of member DOTs;

b. serving as a resource to fund activities associated with risk management to address identified uninsurable risks of operating the program;

c. seed money for new project development or other start-up activities;

d. providing 3rd-party assistance in connection with software beta testing activities, source code reviews, software security audits, software architecture reviews, etc.;

e. serving as a resource to broaden the market and expand the revenue base for AASHTOWare; and

f. serving as a secondary resource for the development of product-specific high-priority enhancements;

Contributions to the fund will come from a surcharge to be added to all project assessments and product license fees after their determination, as part of the annual AASHTO budget development process, and as approved by the Executive Committee.

17. The Association will abide by the antitrust laws of the United States and the several states in granting and administering licenses, and in the overall administration of all software development programs.

18. Unconditional monetary grants from non-AASHTO organizations may be accepted for projects providing all participating project members concur and it is approved by the Executive Director of AASHTO. Where conditions are proposed by a grantor, the Special Committee on AASHTOWare will study and prepare a recommendation thereon and approval of the Executive Director of AASHTO is required.

As approved by the Board of Directors on September 25, 2017.

2.3   Attachment A

Special Committee on AASHTOWare

The Special Committee shall have broad oversight responsibility for the process of cooperatively developing, maintaining and enhancing packages and systems of computer software among groups of interested member departments, generally referred to as the cooperative computer software or "AASHTOWare" process, and for making budgetary and other administrative recommendations thereon. It shall be responsible for monitoring, coordinating and providing technical direction for the cooperative computer development program of the Association. It shall study, discuss and prepare recommendations on matters related to administrative policies, guidelines and practices for consideration by the Executive Committee, and, as appropriate, the Board of Directors, and adopt such internal application, technical and data standards as are needed to facilitate the development of AASHTOWare software products. The Special Committee shall promote the cooperative computer software approach to appropriate needs and problems.

It shall be guided by, and shall, as appropriate, recommend revisions to Administrative Resolution AR-2-86 for consideration by the Board of Directors. It further shall study, review and adopt on behalf of AASHTO a document entitled Cooperative Computer Software Policies, Guidelines and Procedures, which will include AR-2-86 and be compatible therewith. Product and project task forces, as referred to in AR-2-86 shall report to the Special Committee. The Chairperson of the Special Committee shall appoint all members and chairs of the task forces, technical review teams and other such working groups, including their respective terms, subject to confirmation by the full committee at a regular meeting. Appointees shall not be delayed from beginning their term in the event that confirmation by the full committee takes place at a later date. The Special Committee shall meet at least four times annually in pursuit of its mission.

The members of the Special Committee shall be nine in number and shall be appointed by the President subject to confirmation by the Executive Committee. Members of the Special Committee shall be drawn as closely as possible to comprise the following:

- Four to five individuals selected for their expertise in the broad business and application areas covered by AASHTOWare, including Chief Engineers;

- Four to five individuals selected for their expertise in information technology;

Additionally, members to the Special Committee shall be selected, if possible, from member departments that participate in AASHTOWare activities, or have an interest in AASHTOWare activities. Additional consideration shall be given to appropriate regional representation in their selection and appointment. All members shall serve three-year terms which will be staggered to provide continuity. Members may be appointed to a second three-year term, except those initially appointed to less than a three-year terms to achieve the staggered pattern may be reappointed to two additional terms. The Executive Director or his designee shall serve as the non-voting Secretary ex-officio.

3.0 Guidelines

3.1 Cooperative Computer Software Development Program Guidelines

To implement the policy of the Association with regard to Cooperative Computer Software Development projects and products, the following guidelines are adopted:

1. The **Executive Committee** shall:

   a. Establish and revise policies governing the Cooperative Computer Development Program as called for within and consistent with this Administrative Resolution and AASHTO's Governing Documents.

   b. Approve the creation of projects and products and the revenue and expenditure budgets of the activities within this Program as part of its overall budget approval role.

   c. Approve the appointment by the AASHTO President of the members of the Special Committee on AASHTOWare.

2. The Special Committee on AASHTOWare shall:

   a. Support AASHTOWare activities through active promotion with the various AASHTO business committees.

   b. Consult with all active project/product Task Forces, study policy issues for the AASHTOWare activities and bring resulting recommendations before the AASHTO Board of Directors for action, as appropriate.

   c. Review and approve all procedural documents, manuals and other guidelines pertaining to the process and management of the AASHTOWare activities.

   d. Approve the appointment and removal of all members of the project/product Task Forces, and designate the Chairpersons of each.

   e. Recognize official AASHTOWare activities' AASHTOWare User Groups when appropriate.

   f. Authorize solicitation of the AASHTO membership for participation and funding in proposed AASHTOWare projects.

   g. Maintain appropriate liaison with the Committee on Data Management and Analytics. This liaison activity includes updating of the annual technology survey.

   h. Monitor and coordinate all AASHTOWare project/product activities of AASHTO, and provide management guidance, support and oversight. (Contract negotiation and execution of contracts is the sole responsibility of the AASHTO Executive Director or designee).

i.   Review recommendations from the project/product Task Forces, and when necessary, request additional review by the Technical and Applications Architecture Task Force (T&AA), and notify or recommend action to be taken to the AASHTO Executive Committee and /or AASHTO staff.

j.   Review and recommend approval or rejection of requests for contract amendments received from the project/product Task Forces, forwarding recommendations to the AASHTO staff for consideration and execution as appropriate.

k.   Conduct the annual strategic planning session to develop the annual edition of the AASHTOWare Strategic Plan document for use by each project/product Task Force in their planning. The AASHTOWare Strategic Plan serves as the general strategic planning guide for all AASHTOWare activities.

l.   Develop the travel and related services budgets for the SCOA and their designated technical advisory groups such as the T&AA.

m.   Review and recommend the project/product long range and next operating year plans and budgets for inclusion in the overall AASHTO annual budget document.

n.   Review and recommend approval or rejection to the AASHTO staff, of contract awards resulting from RFPs or renewals for on-going products that are received from the project/product Task Forces.

o.   Review, refine and recommend approval or rejection to AASHTO staff, of product distribution and marketing plans including fees for licensing as AASHTOWare products that result from completion of projects and for on-going products.

p.   Review and develop a written recommendation for concurrence by the AASHTO Executive Director on the individual Audit Reports received resulting from the audit of AASHTOWare contracts.

q.   Investigate and recommend, in conjunction with the appropriate product Task Force, whether or not the particular AASHTOWare product, version or portion should continue to receive ongoing support or be licensed by AASHTO. When so indicated, a written recommendation will be made by SCOA for concurrence by the AASHTO Executive Director the "sunsetting" of any product or portion that demonstrates it can no longer be economically supported and/or licensed as an AASHTOWare product or portion thereof. (The procedure and alternatives for implementation of this "sunsetting" procedure is covered in the PG&P.)

r.   Seek out new ways to continually improve on the quality of the AASHTOWare program.

3.   The **Technical and Applications Architecture Task Force (T&AA)** shall:

a.   Establish AASHTOWare product development standards and guidelines that promote quality, usability, maintainability, and look and feel consistency across an inconsistent user technical environment.

b.   Promote and help interpret/apply standards and guidelines.

c.   Translate technology to common understanding.

d.   Provide technical framework to help products achieve AASHTO quality requirements based on industry and member agency technology directions.

e. Provide technical expertise and assist with issue resolution and decision support.

f. Provide opportunity for influence on standards and guidelines.

g. Refer technical issues back to SCOA whenever necessary.

h. Provide a cross-product technical perspective.

i. Promote cross-product communications.

4. The **Executive Director**, or his authorized delegate(s), shall:

a. Serve as an ex-officio, non-voting member of SCOA and all project/product Task Forces, and attend meetings of these groups.

b. Provide administrative, clerical and other AASHTO support services relating to AASHTOWare contracting activities.

c. Conduct annual AASHTOWare product licensing solicitation - secure funds from licensees.

d. Distribute solicitations approved by the SCOA to AASHTO member organizations to determine level of interest and funding for proposed AASHTOWare projects, and prepare summary of responses and submit reports to the SCOA for action.

e. Develop and coordinate review of RFPs by project/product Task Forces and SCOA, and prepare prospective contractors list in compliance with AASHTO policy and procedures. Assist in determination of and justification for any sole source procurement. Announce and distribute RFPs to prospective contractors. Receive proposals from interested contractors and forward to Task Force members and Chairperson for their evaluation.

f. Negotiate and execute all contracts, modifications and revisions, and as the AASHTO Contract Officer, provide the general administration of all contracts resulting from approved AASHTOWare activities, in accordance with governing policies and procedures.

g. As the AASHTO Contract Officer, establish guidelines and instructions for Task Force Chairpersons and members concerning necessary record keeping, communications with Contractors and such other topics as appropriate to ensure proper management and administration of all contracts.

h. Administer revenue, disbursements and accounting records, including preparing consolidated budgets, invoicing project participants and product licensees, making payments to Contractors and other project/product related expenditures, and provide detailed and summary financial management information for each project/product on a monthly basis.

i. Administer reimbursement of AASHTOWare Task Forces' travel costs within established guidelines, and authorize special travel reimbursement when it is deemed to be in the best interest of AASHTO.

j. Approve or reject requests from User Groups to use the mark "AASHTO" or "AASHTOWare" or any seal, emblem, or reference.

k. Coordinate AASHTOWare activities with other AASHTO Committees to seek out and promote potential AASHTOWare projects among the states.

l. Serve as the communication and distribution center for all AASHTOWare activities, including providing product information to states and other

potential licensees not currently using the product, to promote awareness of product capabilities and gather potential enhancements for the products.

m. Maintain appropriate mailing lists for the SCOA and each project/product Task Force.

n. Arrange for audits of AASHTOWare activities and report thereon to the SCOA and project/product Task Forces.

o. Specify, require and maintain warranty provisions and information for all project/product software agreements with Contractors.

p. Coordinate and approve or reject all requests from Contractors for "Related Work" activities, in accordance with governing policy.

q. Respond to inquiries about AASHTOWare product availability and functionality to member departments or other licensee prospects.

r. Solicit resumes for candidate Task Force members when requested, or as appropriate to allow appointments to be made by the SCOA to fill vacancies in accordance with established procedures (see Section 2, Item IV).

5. All **Project and Product Task Force Members (Including the designated Chairperson)** shall:

a. Promote AASHTOWare activities.

b. Provide liaison with AASHTO Business area Committees.

c. Provide liaison with recognized User Groups.

d. Prepare and recommend project/product Task Force annual travel budgets and forward to SCOA (Chairperson's responsibility for submission).

e. Recommend the establishment of Technical Review Teams (TRTs), and Technical Advisory Groups (TAGs) when needed and appropriate, including planned associated TAG travel budgets for reimbursements, to the SCOA and AASHTO staff for approval.

f. Use good project management practices, monitor and direct project/product activities including requiring and reviewing Contractor progress reports to determine contract progress and compliance.

g. Recommend any needed contract modification or other contract actions to the SCOA and AASHTO staff.

h. Recommend or state objections to requests from the Contractor for project/product "Related Work", and pass on recommendations to the AASHTO staff for action.

i. Follow established processes for project management including the testing and evaluation of contract deliverables; and determine technical quality of all deliverables received from the Contractor, recommending formal acceptance or rejection. (See Testing Standard and other applicable processes, standards and guidelines).

j. Certify project/product contract completion in writing (technical audits or independent reviews may be a consideration on more complex projects/products) and forward appropriate documentation to the SCOA and AASHTO staff for action.

k. As appropriate for the particular project/product, determine and recommend the schedule for release of contract deliverables to project participants or product licensees.

l. Propose any project/product related application, data or technical standards or propose a study to develop such to the SCOA.

m. Seek administrative counsel, as needed with the project/product designated SCOA and AASHTO staff liaisons.

n. Seek technical counsel, as needed with the project/product designated T&AA liaison.

6. Each **Project Task Force Member (Including the Designated Chairperson)** shall:

a. Participate in the development of a draft Request For Proposal (RFP) or other solicitation document if appropriate and recommend it to the SCOA and AASHTO staff for action. (AASHTO staff issues all RFPs.)

b. When applicable, AASHTO staff distributes RFP responses to the project Task Force members for their recommendation of a selected Contractor, which the Chairperson forwards to the SCOA for concurrence. (Only the AASHTO staff formally negotiates contracts.)

c. Working with the AASHTO staff, finalize and recommend a project Work Plan to the SCOA and AASHTO staff for inclusion in the project contract.

d. Use acceptable project management processes in monitoring contract compliance throughout the entire project development cycle.

e. At the conclusion of the project, determine the success or failure of the project.

f. If the project was successful, prepare a product distribution plan including licensing fee structure and assessments for proposed AASHTOWare products, and submit it to the SCOA.

g. When appropriate, recommend a follow-on project solicitation to the SCOA.

7. Each **Product Task Force Member (Including the Designated Chairperson)** shall:

a. Annually prepare and update the products' strategic plan and next operating year plans, linked to the AASHTOWare Strategic Plan within the planning cycle, and budget as it relates to the on-going support, maintenance and enhancement (SM&E) of the product, including Task Force travel budget, and revised catalog pages with recommendations to the SCOA and AASHTO staff. This material is submitted to the SCOA for approval at the spring Chairs' Meeting.

b. Prepare an annual presentation on the progress and status of the product, and submit it to the SCOA. This presentation is part of the material submitted to the SCOA for the spring Chairs' Meeting.

c. Prepare, refine and recommend to the SCOA, an annual product work plan including an appropriate license fee schedule.

d. Monitor and direct the product development, enhancement, maintenance, and distribution activities including Contractor progress and compliance with AASHTOWare policies, guidelines and procedures, and applicable software development standards and guidelines (AASHTOWare S & G Notebook).

e. Periodically prepare product newsletters or brochures for distribution by the AASHTO staff to interested parties in support of the marketing plan.

f. When appropriate, may recommend to the SCOA a project solicitation which will expedite enhancements or new developments for the product.

g. When appropriate to effective on-going support, maintenance and enhancement of AASHTOWare products, develop a draft RFP or other solicitation document for rebidding, and recommend it to the SCOA and AASHTO staff for action. (Only the AASHTO Executive Director may issue RFPs on behalf of AASHTO).

h. When applicable, AASHTO staff distributes RFP responses to the product Task Force members for their recommendation of a selected Contractor, which the Chairperson forwards to the SCOA for concurrence. (Only the AASHTO staff formally negotiates contracts).

8. Each **Chairperson** shall:

(The functions described below are generally applicable to both SCOA Chairperson as well as Product / Project Task Force Chairpersons, although some may be more applicable to Task Force Chairpersons.)

a. Champion consensus in the spirit of cooperative software development.

b. Promote the use of collaboration tools and historical document archiving capabilities used by the AASHTOWare community.

c. Rule on questions and/or seek answers and interpretation of AASHTO policy from the PG&P publication and the SCOA and/or AASHTO staff through the assigned liaisons.

d. Ensure that meetings, both face-to-face and telephone conferences, are scheduled in a timely manner and of adequate duration to expeditiously conduct required business.

e. Produce and publish minutes of meetings and distribute appropriately only within AASHTO. Only "meeting summaries" should be distributed to User Groups or the Contractor when deemed necessary and appropriate.

f. Develop and keep updated "Action Item" or "To Do" lists separately for Task Force members and Contractor.

g. Allocate some time at each meeting to conduct "Executive" sessions of the Task Force without the Contractor in attendance.

h. Maintain such records or charts as are necessary to enable the Task Force to appropriately monitor the Contractor's progress and compliance. (Charts, graphs and other reporting may be developed by the Task Force Chairperson in consultation with the Task Force members).

i. Approve, reject, correct or have corrected any Contractor invoices, sending them to the AASHTO staff within ten working days with the appropriate recommendation for payment.

j. Develop or cause to be developed, use and submit the necessary annual project/product plans, budget elements and reports according to the schedules and distribution outlined in the PG&P.

k. Inform the SCOA and/or AASHTO staff in a timely manner of any changes in Task Force membership.

l. Prepare a clear statement of benefit to AASHTO or its member departments, and obtain approval thereof from the T&AA Task Force and AASHTO staff, prior to incorporating any proprietary third-party product into an AASHTOWare product. The approval process should include

addressing perpetual rights to the proprietary product as well as placement of source code in escrow in the event of the product owner going out of business or being sold.

m.   Rule on questions and/or seek answers and interpretation of AASHTO Standards and Guidelines through the assigned T&AA liaison.

n.   Maintain an appropriate level of supervision and control over the project/product Contractor.

o.   Utilize and include the knowledge and assistance provided by the SCOA, T&AA and AASHTO staff liaisons assigned to your Task Force when major questions or issues arise.

p.   Involve Task Force members in all activities, particularly major decisions; they have been selected for their application and/or information systems background and specific expertise.

q.   Share or delegate appropriate responsibility and authority to other Task Force members so long as it is consistent with good project management practices and the PG&P.

r.   Establish product advisory groups as needed and appropriate within budgetary constraints. Product advisory groups may be referred to as Technical Advisory Groups (TAGs) or Technical Review Teams (TRTs), or other similar names.

s.   Cultivate a Task Force Chairperson-in-training. Formal designation of a vice-Chairperson is recommended.

t.   Ensure that a specific test plan and adequate resources are identified and provided for in any Work Plan to complete this testing. Appropriate Alpha and Beta testing procedures are essential to the delivery of a high quality computer software product (See Testing Standards).

u.   Obtain input from product users and product user groups in setting project/product priorities.

12. Each **Vice Chairperson** shall:

(The functions described below are intended to be applicable to both SCOA Vice Chairperson as well as Product / Project Task Force Vice Chairpersons, although some may be more applicable to Task Force Chairpersons.)

a.   Carry out the duties and responsibilities of the Chairperson when they are absent, or otherwise not available.

b.   Be prepared to serve as Chairperson on a temporary or permanent on-going basis in the event the Chairperson completes their term or is unable to complete their term of service for any reason.

c.   Undertake tasks delegated by the chairperson.

d.   Draft (or, delegate the drafting of) minutes of Task Force meetings for approval by committee members and distribute appropriately only within AASHTO. Only "meeting summaries" should be distributed to User Groups or the Contractor when deemed necessary and appropriate.

13. Any established **Project Advisory Group** shall:

a.   Balance the need to individually represent his or her participating member department's interest in the project with the need to reach consensus on matters related to the design of jointly developed software products.

b. Identify needs and make recommendations to the Project / Product Task Force related to the on-going development of the project or product.

c. Detail and prioritize needs and enhancements, and submit them to the Project / Product Task Force as applicable.

d. Provide technical support to the Project / Product Task Force.

14. AASHTO recognizes the value and importance of an active user group related to each AASHTOWare product as a source of recommended corrections and enhancements. Such **Product Users Group** shall:

a. Individually represent his or her participating member department, or licensed organization's interest in the product.

b. Provide advice and recommendations to the Product Task Force on:

- the Product's effectiveness,

- the Product's deficiencies, and

- any needed product enhancements.

c. Define and detail any product training and support needs.

d. Detail and prioritize maintenance, enhancement, and support needs.

e. Submit the resulting recommendations to the Product Task Force.

15. Each AASHTOWare licensing agency is responsible for designating an individual to serve as the primary point of contact for an AASHTOWare product. The **End User Designee (EUD)** is the single point of contact for communications and product related support from the contractor(s) and is the recipient of all software and related product materials. The EUD is usually not the same individual designated by the agency as the primary financial contact, although it is permissible from AASHTO's point-of-view to have a single individual serve both roles. An agency designates an EUD for each AASHTOWare product area. The EUD plays an important role for the AASHTO member agency. Each **EUD** shall:

a. Work with the financial designee to coordinate the Agency's response to AASHTO's annual solicitation and commitment process for the agency indicating which software products or projects the agency wishes to license or participate in during the fiscal year (July 1 – June 30) for those specific product areas for which the EUD is responsible.

b. Receive product updates and coordinating the internal distribution of new releases and product upgrades

c. Coordinate approval of agreements for product/project related services and circulating internally as required by agency policies

d. Communicate within the agency and with the AASHTOWare contractors on product issues, including support, maintenance and, enhancement requests

e. Oversee the annual ballot process for enhancements to ensure the agency submits their vote(s)

f. Disseminate communications from the product task force, AASHTO, and the AASHTOWare contractors to other pertinent individuals within the agency

g. Participate and coordinate on-site agency meetings with AASHTOWare Contractors, Task Force members, and AASHTO staff

h. Monitor and stay current on the status of product implementation projects taking place within the agency

i. Work with the AASHTOWare contractor(s) to provide updates to agency status reports to the respective product task force, if requested

Member agencies may change their EUD as needed. The EUD should be noted on the AASHTOWare Products and Services Request Form completed by the agency and returned to AASHTO at the beginning of each fiscal year. During other times of the year, the agency may notify AASHTO of a change in EUD by submitting a change request in writing to the applicable AASHTO Project Manager. The change request must be submitted (or signed) by an appropriate agency representative. Individuals may not designate themselves as EUD. AASHTO staff will notify the AASHTOWare Contractor of EUD changes.

In addition to the EUD, an agency may designate a Shipping Designee who is authorized to receive software shipments/license keys.

3.2 AASHTOWare Organization Chart

AASHTOWare Technical Service Program

Organization

Policy	AASHTO Board of Directors

Executive Committee

Administration and Management	Special Committee on AASHTOWare	Technical and Application Architeture Task Force	Executive Director and Staff

Conduct of Project and Products	Any Other Project / Product Task Force	Bridge Task Force	Project Task Force	Pavement ME Design Task Force	Safety Analyst Task Force

User Input and Recommendations	Any TAG / TRT	Bridge Products User Groups	Project Users Group	Pavement ME Design Users Group	Safety Analyst User Group

3.3 AASHTO Cooperative Computer Software Development Life Cycle
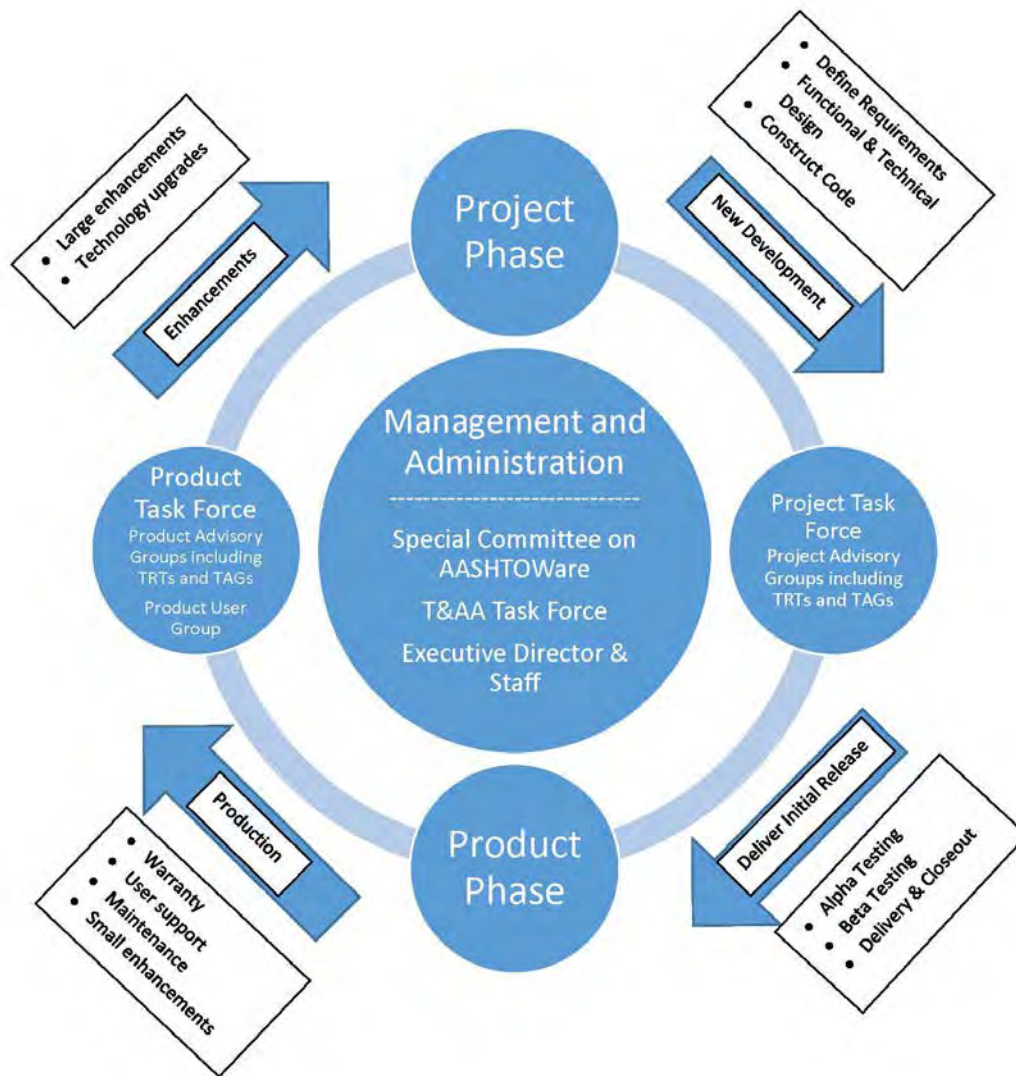
3.4 Cooperative Computer Software Development Support Activities Funding

The basic cycle for cooperative computer software systems development begins with the project development phase where the initial activity is analysis and design, and computer programs are developed and tested. The conclusion of the project phase occurs when these systems are released for production. The project phase is funded by investments from member states.

The second part of the AASHTOWare cycle is the product phase. This commences at the point the system is released for production and lasts through the life of the system; a period which could be as long as ten or more years.

The systems are maintained (that is, the known deficiencies in the system are corrected) and enhancements are made, adding features and functions not in the original development. Costs for the product phase are funded through licensing and yearly maintenance fees.

Project Development Phase

The Special Committee on AASHTOWare determines the initial recommended level of required funding for each project. This is done on an individual project basis as a result of the project type and scope. It may be the result of a proposal submitted by a consultant or vendor, or in the case of existing software or hardware, it might be the result of a negotiated price.

The investment for participants is to be established by estimating the anticipated project cost including administrative costs and dividing the total by the number of participating AASHTO members. This investment target is rounded to an even $1000 increment.

Each participating agency is encouraged to pay the investment amount as determined in the above paragraph. An agency may elect to pay an amount greater than an equal share for any period. Payment of less than an equal annual share will be allowed during the project development phase, when adequate mitigating circumstances exist with two-thirds consent of full target fee participants. Less than target fee participants, if allowed to participate, will not be entitled to receive a perpetual license to the source code resulting from the cooperative development effort.

All monies are to be paid directly to AASHTO, who will administer same in accordance with the following guidelines:

- Accounts payable to vendor for service rendered, as indicated by proper auditable invoice (generally on monthly basis) as recommended by Project Task Force Chairperson.

- Acquisition fees for licensing rights or purchase based on agreed upon and approved structure (generally on lump-sum basis).

- Administrative costs as provided for in the annual AASHTO Budget as approved, including charged labor and overhead for assigned AASHTO staff and other chargeable direct costs including travel expenses for the Special Committee on AASHTOWare and the several project and product task forces.

- A contribution of up to five percent of total project revenue receipts, toward the Capital Reserve Fund and/or Program Development Pool, as provided for in the AASHTO Budget.

Product Phase

Maintenance fees for the Product Phase are to be recommended by the Product Management Task Force after negotiations with the vendor (or based on vendor bids). Each fee or suggested fee is to be approved by the Special Committee on AASHTOWare in consultation with the Executive Director.

The annual fee for participants is to be established by adding the estimated administrative costs capital reserve and program development pool fund requirements, annual software maintenance / enhancement costs, and technology refresh costs and dividing this total by the number of participating governmental agencies.

All fees are to be paid directly to AASHTO who will administer them in accordance with the procedures established above for the Project Phase. All income from such licensing fees is to be paid directly to AASHTO and will be credited by AASHTO to the particular product account, after deducting the portion which will be placed in the Cooperative Computer Capital Reserve Fund and/or Program Development Pool as applicable in the approved annual budget.

All customization and implementation costs required by an individual agency are to be funded separately by the agency independent of the product contract. Such services may be purchased through AASHTO via service units if so provided in the current AASHTOWare Catalog, and approved by the appropriate product task force.

3.5   Federal Financial Participation Guidelines

1. Any interested federal agency is eligible to license such product for its own use for the same fee as, and with the same rights, obligations and conditions of use as, any AASHTO member department.

2. With respect to AASHTO Cooperative Computer Software Development Projects, the U.S. DOT and its modal administrations, as a dues paying member of AASHTO, is eligible to pay a fee to the funding of such projects. As provided in section 2.2, paragraph 11, item d of AR-2-86, the level of such fee may be in excess of the target fee at the discretion of the Executive Director. The payment of such fee shall entail no contractual relationship between AASHTO and the federal entity which differs in substance or content from the normal contractual relationship between AASHTO and any of its participating member departments.

3. Other than as provided in points 1. and 2., above, there is to be no solicitation of federal financial participation in an AASHTO Cooperative Computer Software Development product or project that would contemplate a separate contractual agreement between AASHTO and a federal entity.

4. Any deviation from this guideline will require the advance approval of the Executive Director.

3.6 Guideline for Auditing AASHTOWare Software Development Agreements

DESK REVIEW FOR AASHTO SOFTWARE AGREEMENTS

The purpose of this desk review is to provide an appropriate level of oversight to insure the funds paid to a contractor are done so in accordance with Generally Accepted Accounting Principles (GAAP), Title 48 Code of Federal Regulations – Federal Acquisition Regulations System (FARS), and other relevant regulations.

The objective of these Guidelines is to aid the auditor in performing the review and prepare a complete and concise report of the results. The review may be expanded as needed to determine the reliability of the records and reports.

1. Preliminary Preparation
    a. Review the provisions of FARS
    b. Review files relevant to past experiences with the company, including but not limited to prior desk review work papers
    c. Review all contracts covering the period under review
    d. Contact the task force chairperson of each product / project to determine if there are any concerns or problems that should be addressed in the review
    e. Prepare a summary of the billings. Prepare schedule of labor, travel, other direct and indirect costs

2. Conducting the Review
    a. Contact the contractor's office and arrange to commence the review
    b. Conduct entrance conference. Explain the general objectives and cover the files and documents desired including where possible:
        i. Independent Auditor's report on the Financial Statements (including management letter)
        ii. Overhead rate audit report
        iii. Policy and Procedure Manual sections relating to treatment of General and Administrative expenses and distribution of such expenses
    c. Verify rates billed to AASHTO are in accordance with the contract
    d. Analyze labor and revenue ratios to ensure equitable cost allocations, i.e. total labor vs. AASHTO labor compared to total revenue vs. AASHTO revenue
    e. Review audit reports, making note of any relevant findings
    f. Verify overhead rates billed to AASHTO are consistent with audited rates

3. Exit Conference
    a. Prepare a draft report
    b. Discuss findings with the Contractor
    c. Comments of the Contractor's officials should be noted and make changes to the draft report, as necessary

4. Prepare the Final Report
    a. A written report should be prepared. The following is a suggested format for the report:

  i. Purpose and Scope of the Review
  ii. Discussion of Results
    1. General comments about the type of company reviewed and the services provided
    2. Outline procedures performed
    3. Discussion of findings
  iii. Conclusion
    1. Exit conference, include dates and names
    2. Subjects discussed
    3. Reaction to findings
    4. Overall impression including any noteworthy conditions or opinions
  iv. Distribution
    1. Address the final report to Chair of the Special Committee on AASHTOWare with copies of the report going to the chairpersons of the AASHTO Committee on Internal & External Audit, AASHTOWare Project / Product Task Force, and the AASHTOWare Project Director

3.7 Product Distribution Guidelines

The Product Distribution Report is the document a project task force uses to recommend what further action should be followed to make the product they have been responsible for developing available to all potential users, both AASHTO and non-AASHTO members, and what provisions are needed to maintain and enhance the product to keep it a viable and useful tool. The Product Distribution Report should be carefully developed and clearly define the actions required, including, if necessary, that the product not be distributed if the development was unsuccessful for any reason. It needs to be an official action of the task force and therefore should be transmitted by letter to the Chairperson of the Special Committee on AASHTOWare.

Product Distribution Minimum Information:

1. Name of product to be released.

2. Basic description of the functions the product will accomplish.

3. Justification of why the product should be released for production purposes.

4. Fee schedule for all potential users, both AASHTO and non-AASHTO members. In setting the fee, consideration may be given to a lower license fee structure for those participating entities that supported the development of the product.   A separate document defining the rationale used to set the fees is also to be provided. The fees should be set to encourage the product's use by the transportation community, including transportation engineering consultants. The fees should also reasonably reflect the value of the product.

5. Statement of the support activities that are in place for the product (e.g., user manuals, training courses, user hotline, etc.).

Note: Product distribution should be based on the AASHTO fiscal year July 1 through June 30.

3.8 Guidelines for Considering Proposed Scope Additions

The following criteria should be used to determine ultimate action to be taken when a proposed addition to scope is under consideration. A number of factors should be reviewed and considered prior to approving an addition to scope of work, including:

- How does the proposed change in scope impact the schedule?

- What is the cost?

- What are the users' expectations?

- How critical is the proposed change? Is it a show-stopper or a 'nice to have'?

- How critical is the change to what was initially communicated to the user base? Are you chasing a moving target?

- When the back log is groomed, some items must be delayed in order to meet established delivery schedules.

- Is there an off-setting item in the existing scope that could be delayed to off-set the new addition to scope so that the cost and / or schedule could remain unchanged?

3.9 Guidelines for Termination of Support for an AASHTOWare Product

The following guidelines will be used to determine ultimate action to be taken when an AASHTOWare product, or version or portion thereof, should cease to have ongoing licensing and support provided by AASHTO. Because the nature of the AASHTOWare products varies greatly in their application areas and uses, and there are several reasons for AASHTO ceasing to support and license a product, several alternatives must be provided and considered.

Several factors could contribute to the decision to terminate any particular AASHTOWare product. These would include but not necessarily be limited to the following reasons for termination: too few licensees to cover the cost of support and maintenance; alternative software is available in the marketplace with superior functionality or price performance; or technology changes impacting the selected computer equipment and operating systems used by the licensees. Guidance on determining whether or not support for a complete or partial product should be continued is provided in each of the sections below. Each circumstance should be evaluated on its own merits, and one or more factors may be used in making a determination on whether or not support should be continued. In addition, meeting one or more of the criteria in this guideline does not necessarily mandate that support be terminated.

Whatever the reason for support and licensing termination, or whichever alternative is considered and ultimately determined to be the most appropriate, the basic procedures in this guideline should be followed. It should be noted, however, that this guideline is applicable only to software that is owned by AASHTO. Guidance for terminating support for products that may be offered through the AASHTOWare Catalog and licensed through AASHTO sublicense agreements, but owned by third parties, must be in conformance with the terms and conditions of AASHTO's license agreement applicable to such third-party software products.

This guideline has been organized into two sections. The first section addresses the circumstance that a decision to cease licensing and support of a particular version, module or option with other versions, modules or options of the product still being offered for licensing and support. The second section address the circumstance that a decision to cease licensing and support of a product in its entirety, i.e. all versions, modules and options of the product.

I. Partial Product Sunset – Terminating Support of a module, version, or platform

1. The Special Committee on AASHTOWare delegates to the applicable product task force the responsibility for investigating and recommending whether or not the particular version or portion of an existing AASHTOWare product should no longer receive ongoing support or licensing. The product task force shall generally advise the Special Committee on AASHTOWare about the specific plans for partial product support termination through the annual submittal of AASHTOWare Catalog updates, although communication may occur outside of this process on an as needed basis. The Special Committee on AASHTOWare reserves the right to provide comment and direction relative to the plans for terminating partial product support. The absence of such comment or direction shall be interpreted as acceptance.

    When evaluating whether or not maintenance and support for an AASHTOWare product module, version or platform should be continued, criteria that should be considered as specific indicators include, but are not necessarily limited to:

    •   The number of licensees for a specific module, version or platform of the product falls below three.
    •   Newer modules, versions, or platforms have been released which have replaced previous modules, versions or platforms, and have been available for at least two years.
    •   Other providers have ceased support for a product that our product requires.
    •   Maintenance and support costs for the module, version or platform exceed 70% of the revenue for that component.

2. The on-going license fee for that particular product version, module, or option shall be recommended by the product task force to the Special Committee on AASHTOWare through the annual budget and Catalog development process, or, on a timely basis as needed outside of the annual process. The on-going license fee for the affected product version, module or option should be evaluated. The product task force shall consider all factors associated with on-going supported product development in making its recommendations regarding license fees for product versions, modules, or options that will no longer be supported.

3. The product task force shall provide an advance written notice of at least two years to all existing licensees of any portion of the AASHTOWare product involved. It is understood that external circumstances beyond the control of AASHTO or its Task Forces, such as the discontinuance of third-party software upon which an AASHTO product may rely, may force AASHTO to provide less than the required two years' notice required in this guideline. In other cases, upon concurrence of a majority of existing licensees, a period of less than two years' notice may be given. This will state that a planned end to ongoing AASHTO support, maintenance and enhancement of the specific product or portion will become effective at the end of the stated license year, which shall normally be as of June 30th of the

given year. Such notice should include information regarding on-going license fees, and should be made as soon as possible, after the decision to discontinue support.

4. As soon as the decision has been made to cease support, all enhancement work for the affected product version or portion would cease immediately. Only support and maintenance services to fix major "bugs" or errors in the designated product or portion will continue to be provided by AASHTO during the remaining period.   Exceptions to immediately ceasing enhancements at the end of the current contract period may be also considered by the product task force.

5. Additionally, unless justification is provided to the contrary, AASHTO will not license the version, module or portion of the product affected by the plans to terminate support to any first-time licensees of the product after announcing the termination. AASHTO will only offer licenses for the portion being terminated to existing licensees during the announced final support period. When updated or replacement versions, modules or options are offered by AASHTO, all licensees shall be encouraged to use the new equivalent supported versions or options of the product.

II. Complete Product Sunset – Terminating Support of an Entire AASHTOWare Product

1. The Special Committee on AASHTOWare is assigned the primary responsibility for investigating and recommending whether or not an AASHTOWare product should no longer receive ongoing support or licensing by AASHTO. The Special Committee on AASHTOWare shall seek input from the product task force and the licensees about the particular product support termination.

When evaluating whether or not maintenance and support for an AASHTOWare product (all modules, versions, and platforms) should be continued, criteria that should be considered as specific indicators include, but are not necessarily limited to:

- The number of licensees for the product falls below eight.

- Product licensing (licensees or revenue) trends downward by five percent or more per year for a period of three or more years.

- New releases have not been made for at least two years.

- The ratio of AASHTO administrative expenses to total product revenue exceeds 33%.

- Lack of platform upgrades have aged the product to the extent that enhancements and platform upgrades are no longer technically feasible or economically justifiable.

- Other providers have ceased support for a product that our product requires.

- Maintenance and support costs for the product exceed 70% of the revenue for the product for period exceeding three years.

- The ability to recruit volunteers to serve on the task force in accordance with the governing policy diminishes to a degree that prevents task force complement to be maintained and/or threatens on-going product oversight and management.

2. Once it is decided that it is no longer economically or functionally prudent to continue AASHTO product support and licensing an AASHTOWare product, a written recommendation will be made by the Special Committee on AASHTOWare for concurrence by the Executive Director.

3. The license fee for the product shall be evaluated in light of the plans for termination of support. The product task force shall consider all factors and make a recommendation to the Special Committee on AASHTOWare regarding appropriate license fees for the product for the remainder of its lifecycle.

4. An advance written notice of at least two years shall be given to all existing licensees of the AASHTOWare product involved. Upon concurrence of a majority of existing licensees, a period of less than two years notice may be given. In either case, the notice will alert licensees that a planned end to ongoing AASHTO support, maintenance and enhancement of the specific product will become effective at the end of the stated license year, which shall normally be as of June 30th of the given year. Such notices should include information regarding remaining license fees and be provided as soon as possible, after the decision to discontinue support.

5. As soon as the decision has been made to cease support, all enhancement work for the affected product would cease immediately. Only support and maintenance services to fix major "bugs" or errors in the designated product will continue to be provided by AASHTO during the remaining period. Requested exceptions to immediately ceasing enhancements at the end of the current contract period may be considered and approved by the product task force and the Special Committee on AASHTOWare.

6. When an entire AASHTOWare product is being considered for termination of licensing and support, including all options, versions and modules, the following alternatives shall be investigated. The following alternatives as appropriate must clearly identify, exclude from the transfer, and specify any dependency or required use of any other non-AASHTO proprietary products owned by others that may have been previously and separately licensed and used internal to or as part of the AASHTOWare product.

    a. Retain rights to the source code and trademarks and make them available as part of an AASHTOWare common library, or for possible use in another AASHTOWare product.

    b. Provide an option for only the current licensees of record at the time the announcement is made for terminating support and licensing of that portion of the product that they may have perpetual nonexclusive and non-transferable licensing to keep the executable code and documentation plus, upon written request, obtain a copy of the latest source code for their exclusive use. Access to the source code would normally be "as is" after the final support period. In this alternative, AASHTO would retain the proprietary rights to the discontinued portion but there would be no additional support provided or license fee charged. This alternative would still require AASHTO's approval for use of the source code for any purpose by third parties.

    c. Use an open competitive bidding process to offer all the AASHTO proprietary rights to the product, for purchase to the highest qualified bidder. Part of the qualifying criteria may be that the bidder agrees to be bound to provide ongoing support, maintenance and enhancements for a specified period into the future. This would allow member

departments extra time and the opportunity to convert or transition to another product, or stay with the old product and new owner.

The transfer of the proprietary rights to the particular product would not include allowing the new owner to refer to it as an "AASHTO approved" or "AASHTOWare®" product, however. It may also be advisable for AASHTO to agree that the new owner not use the same product name, and require that the product be assigned a new name and identity by the new owner. AASHTO will consider a request by the purchaser to allow an initial limited period for using the statement "....formerly known as the AASHTOWare® XYZ product." An appropriate AASHTO disclaimer shall be required to accompany any such statement during its short-term use, however.

d.   Use an open competitive bidding process for AASHTO to offer a sublicensing or royalty agreement to the highest qualified bidder that would allow the bidder to provide continuing support, maintenance and possible enhancement to the product and set its own license fee. In using this alternative, AASHTO would retain its ownership of the proprietary rights to the product. Since the product could continue to be called the "AASHTOWare® XYZ" product, AASHTO should retain the prerogative to approve any enhancements to the product. Some reverse sub-licensing of the enhancements should be considered by AASHTO for use in any of its other products, or follow-on products that would replace the one being discontinued from direct AASHTO licensing and support.

Note: If AASHTO is convinced that there may be enough demand for use of the portion of the product that is being terminated, particularly if it were to receive on-going support by another party and it involved a specific vendor or operating system version, then the courses of action under alternates b or c above, could be considered and possibly followed.

e.   AASHTO retain its ownership and proprietary rights to the terminated product, but grant any licensee at their option, a perpetual nonexclusive and non-transferable license to keep the executable code and documentation and a copy of the latest source code for their exclusive use. The effective date of execution of this option would be from the ending date of AASHTO's termination of support for the product, and the source code involved would be as it existed on that date. This licensing would be without any further support or license fee to AASHTO. This type license would still require AASHTO's approval for use of the source code for any purpose by third parties.

f.   AASHTO ends its ownership and claim to any proprietary rights to the terminated product, except to retain any trademarks that it might later use, and declare the product as it then exists to be in the public domain. AASHTO would assume no obligation to provide documentation and source code to anyone beyond the current licensees and any supply of materials on hand at the end of the support period.

Further, AASHTO would disclaim any and all liability for the product's use by anyone after declaring it to be in the public domain.

Alternates c or d above, would require invoking appropriate procedures for the disposition of any net revenue received from the bidding process. The Special Committee on AASHTOWare will determine, with the concurrence of the

Executive Director, the distribution of any net proceeds from the successful bidding alternatives. This will include but not be limited to distributing it back to the states who had originally participated in the project to develop or acquire the product, each receiving their proportional share of the proceeds in the form of a credit for future licensing, or a rebate check from AASHTO. Also, a decision may be made to apply the proceeds from any successful bidding to a new or follow-on project or product that is being developed in the same application areas as the old product.

The final alternative selected and recommended for implementation might result from previously trying one or more of the above alternatives, but if unsuccessful because there were no bidders, another alternative would need to be pursued.

3.10 Product Retention and Disposition Guidelines

With an ever increasing reliance upon electronic records, it becomes necessary to formalize the activities surrounding their retention and disposal. The historical value associated with the preservation of ideas, algorithms, and processes must be balanced against the long-term cost of storing and maintaining such records in a way that enables their retrieval when needed. The development and implementation of documented procedures and guidelines that address the retention and disposition of intellectual property can preserve an appropriate amount of organizational knowledge, demonstrate due diligence, and possibly limit or avoid legal sanctions in certain circumstances. Following such guidelines can assist an organization's ability to maintain business continuity in instances of contractor turnover and in certain types of disaster recovery. The purpose of this guideline is to address these issues with respect to the intellectual property contained in AASHTOWare product code and documentation. [This guideline is not intended to supplant normal operational backup and disaster recovery processes during a software product's development and on-going support, maintenance and enhancement phases that should be routinely performed by the responsible AASHTOWare product contractor(s).]

The appropriate retention and disposition of AASHTOWare products and intellectual property involves a number of entities, with each playing a important role in the process. The Special Committee on AASHTOWare is charged with developing and administering the policies and guidelines governing these activities. Task forces in conjunction with the product contractor(s), as outlined in the standards and guidelines notebook, are charged with determining the appropriate media and formats to be used. Product contractor(s) have the responsibility to deliver the product materials (source code, documentation, and related materials) as contractually agreed upon – generally to the AASHTO staff Project Manager. AASHTO staff has the responsibility to verify deliverables and to provide for the physical storage and periodic review of the product material, media and other related items. AASHTO staff in conjunction with the product task force is also charged with the appropriate disposition and destruction of any unneeded product material.

The AASHTOWare Business Operations Manager serves as the records officer for the AASHTOWare line of products.

Archival Catalog and Information

An [electronic] cataloging system will be used to capture and track the retention and disposition of AASHTOWare product code and related materials and should contain the following elements as a minimum:

1. Sufficient information, including a unique identifier, to fully identify the product or material/item being stored. The unique identifier, in addition to the date (yyyymmdd), should be labeled on the media/materials to assist in easier identification. When an AASHTOWare product, the naming/versioning information shall be in conformance to Standards & Guidelines (S&G) AASHTOWare Product Nomenclature.

2. Information on the product's required hardware and software operating platforms, and supporting software systems, etc. needed for execution.

3. Storage/archival information including the physical location, the date that the material was placed in storage, the anticipated destruction date if known, and the actual date of destruction if appropriate.

4. The type of media the material stored/archived, e.g., DVD, CD, 9Track, Disk Drive, Paper, etc. Sufficient information should be included to adequately describe the media for reuse. The type of media and format(s) used should be in conformance with AASHTOWare Standards and Guidelines.

5. Other comments that are needed to adequately describe the material being stored.

Retention Periods and Disposition

The following should be used to determine appropriate retention times, disposal processes, and review cycles for AASHTOWare products and related materials. Exceptions, when warranted, should be coordinated with the AASHTOWare records officer.

1. Archival Categories and Definitions

   a. Supported products and/or related items consist of the current product version/release and those [prior] versions/releases denoted as "supported" by the appropriate AASHTOWare task force.

      Further information on a product's current release, support status (supported/unsupported), and migration plans are presented in the AASHTOWare Catalog.

   b. Unsupported products and/or related items consist of those product versions/releases that have been denoted by the appropriate AASHTOWare task force as no longer supported. Information on supported products is provided in the AASHTOWare Catalog.

   c. Sunset/Discontinued products consist of those products that have been formally sunset or discontinued as AASHTOWare. The sunset product is typically the last version of the official AASHTOWare product produced but may include limited minor modifications to finalize bug fixes, etc. All enhancements, maintenance and support are discontinued until/unless the product is formally revived in some manner. See the following category for those products that are released to the public domain or other entity(s) for continued use and/or support; these former AASHTOWare products typically undergo additional modification creating, effectively, another program or application with its own retention needs. Plans and notices to sunset a product are presented in the AASHTOWare Catalog. See "Guidelines for Termination of Support for an AASHTOWare Product" for additional information.

   d. Products released to the public domain and/or other entity(s) for support and continuing enhancement consist of those products, typically modified sunset products, which have been released to the public domain, a governmental agency, contractor, etc. for continued use and/or support. The release has

typically been modified to reflect the discontinuation as an AASHTOWare product and constitutes a separate program or application from the sunset "AASHTOWare" product and has its own retention needs. See "Guidelines for Termination of Support for an AASHTOWare Product" for additional information.

e. Miscellaneous applications, materials and other items that were/are not AASHTOWare products are oftentimes included in storage/archival systems and locations. These materials and/or items are specifically not AASHTOWare products and are under the discretion of the records officer.

2. Retention Periods

a. Supported products and other related items shall be retained as long as they are supported by AASHTO. This includes all code, documentation, guides, keys, and related materials needed to rebuild and execute the product.

b. Unsupported products, Sunset/Discontinued products, or Products or items released to public domain and/or other entity(s) and/or all related items should be retained for a period of ten (10) years from the date they are no longer supported. This includes all code, documentation, guides, keys, and related materials needed to rebuild and execute the product. An original plus one copy should be made and archived to reduce risk and aid in recovering from possible degraded media over time. Retention periods still apply to other versions of the product.

Because of the various ways that AASHTOWare products may be terminated or sunset and the possible licensing arrangements surrounding each method, retention periods and conditions need to be discussed and planned independently for each instance. Additionally, the public domain license and/or termination process that the product or application is release under should also be reviewed for additional considerations.

See Paragraph 5 regarding prior notification before discontinuing or removing items from archival storage.

c. Miscellaneous applications, materials and other items – Retention periods should be coordinated with the records officer.

When miscellaneous materials and/or items are included in the archive and catalog, sufficient information to adequately identify the material/items and determine an anticipated destruction date and/or review process should be included in the storage catalog and with the stored material/item.

3. The catalog and the archived materials should be reviewed at least once every year for compliance with this guideline. This includes a physical inspection of the materials and verification of the materials' identification information in the catalog. Examination of the code (computer loading) on the media is typically not warranted because of time demands; however, periodic spot checks may be warranted if damage or degradation of the media is suspected.

4. The disposal of a product or other material should be consistent with accepted industry practices and consider such aspects as the need to protect confidential information and/or intellectual property rights. Typically, this will consist of simply destroying the media that contains the product code, information or material. When warranted, as in the protection of confidential information or intellectual property rights, written certification or acknowledgement of the disposal should be provided to AASHTOWare Business Operations Manager.

In instances where the reuse of media containing sensitive or confidential information is needed, DoD Sanitization Standard (5520.22-M), US Department

of Defense standard for clearing and sanitizing data on writable media, should be used to sanitize the media.

The product or other material's entry shall remain in the archival catalog as a means of tracking past products and materials and any archival actions associated with them after final disposition or destruction of the item. An indication (final disposition/destruction date) shall also be posted in the catalog to denote the item's removal from the physical storage or other archival location.

5. AASHTOWare staff shall notify current product licensees (primary billing and financial person designations) of an intended product disposal or release at least one (1) year prior to the disposal or release of an AASHTOWare product from the storage archive. In case of need, licensees may request a copy of the product's source code or other materials needed to continue use of that version of the product or take the appropriate steps to ensure that the necessary backups have been performed in their environment.

6. The selection of the physical storage type and location of the product, media, and related materials, shall be recommended by AASHTO staff and approved by the Special Committee on AASHTOWare. Considerations on the selection of the type and location of the storage, and any related services, should include reliability, accessibility and convenience, ease of use, safety and risk factors, and associated fees for the storage and related services. Typical storage alternatives include standard industry [data] vaulting services, online backup and e-vaulting services, and the use of in-house fire-proof vaults. Other storage mechanisms such as the use of bank safety deposit boxes may also be considered depending upon media type and size.

AASHTO staff in conjunction with the records officer shall be responsible for verifying contract/product deliverables and providing for the physical storage and periodic review of the product material, media and other related items.

3.11 Guidelines for Release of AASHTOWare Source Code

Administrative Resolution AR-2-86 provides that AASHTO will not release source code to other than member departments, unless it "has been determined to be in the best interest of AASHTO."

The following are factors to be taken into account in determining if release of a particular source code to a non-member agency would be "in the best interest of AASHTO."

1. Whether the integrity of the AASHTO computer program will be unduly compromised by the release of the source code, placing member departments in a position of uncertainty as to the correctness and accuracy of software subsequently provided by the non-member agency.

2. Whether any risks in releasing the source code will be outweighed by benefits to the member departments of AASHTO resulting from the release, including such factors as:

    a. Release will result in a contractor or licensee being better able to produce a useful software product.

b. Release will encourage a contractor or licensee of proven ability to develop innovations in the software that might not otherwise occur.

c. The unique knowledge of the particular contractor or licensee in the subject area of the software, acquired separately or under contract to AASHTO, holds promise of obtaining significant improvements in a timely way that might not result from other contractors or licensees.

3. Whether the release of the source code might result in the development or proliferation of software programs in an uncontrolled manner, such as would mitigate against release of the source code.

Each decision on the release of source code will be made by the Special Committee on AASHTOWare taking those and any related factors into account, and the task force will make a written recommendation in each case.

Where the decision is made to release source code, then the non-member agency shall be requested to agree in writing to the following conditions and restrictions before source code is provided to them:

The Grantee, in consideration of being granted access to the AASHTO Source Code for the AASHTO Software, agrees to the following:

a. Written authority must be secured from AASHTO in advance before any modifications to the AASHTO Source Code are undertaken. The request for approval must describe the intended modification.

b. The Grantee will not license or distribute any of its modifications to the AASHTO Source Code or any new source code, or any software based thereon, developed by Grantee which is to be used in conjunction with the AASHTO Software (hereafter the Grantee Software), without prior written approval from AASHTO. Such approval will be given only after a determination has been made by AASHTO that the Grantee Software will or will not be maintained by AASHTO if it is licensed or distributed, a decision which AASHTO wholly reserves to itself and which Grantee will communicate to any of its licensees or distributees.

c. If Grantee is permitted by AASHTO to license the Grantee Software, AASHTO will then also grant to Grantee the authority to grant a sublicense to Grantee's licensee to the AASHTO Software associated with the AASHTO Source Code, under Grantee's license from AASHTO, with the requirement that any such sublicensee shall sign a nondisclosure agreement which prohibits further distribution of both the Grantee Software and the AASHTO Software. Each such sublicensee shall pay a fee for the AASHTO Software sublicense as determined by AASHTO, which fee Grantee shall cause to be collected and transmitted to AASHTO.

d. AASHTO shall be granted a nonexclusive, royalty free, perpetual license to the Grantee Software, with the right to sublicense its member departments, and with no obligation upon AASHTO to support the Grantee Software.

e. Grantee will provide notice in writing to any Association member department receiving the Grantee Software that such Grantee Software modifies the AASHTO Software, and briefly describe the changes.

f. Grantee must maintain a current license from AASHTO to the AASHTO Software upon which the Grantee Software is based. Should this license not be maintained, Grantee will grant no further licenses or otherwise distribute the Grantee Software, and will abide by

AASHTO's software policies with regard to returning software to AASHTO.

3.12 AASHTOWare Planning Guidelines

1. Goal:

   To develop and implement a Cooperative Computer Software Development Strategic Plan that will guide the AASHTO Cooperative Computer Software Development activity to meet the needs of the members and enhance the implementation of strategic information systems.

2. Objectives:

   a. Identify issues and opportunities and develop appropriate strategies to ensure the continued viability of the AASHTO Cooperative Computer Software Development Program.

   b. Identify and prepare solicitations for development projects.

   c. Insure that project and product task force activities are coordinated and where appropriate integrated to prevent unnecessary duplication and overlap.

   d. Identify and recommend any changes in policy on AASHTO Cooperative Computer Software Development activities.

   e. Identify and recommend necessary changes to Policies, Guidelines and Procedures and the Task Force Handbook.

   f. Update annually an AASHTO Cooperative Computer Software Development Strategic Plan document.

3. Responsibilities:

   a. The development and annual update of the Strategic Plan shall be the responsibility of the Special Committee on AASHTOWare with assistance from the AASHTO staff.

   b. Recommendations of the Strategic Plan requiring revisions to AR-2-86 shall be submitted to the AASHTO Board of Directors for action, along with appropriate explanatory material and background.

   c. Recommendations of the Strategic Plan requiring revisions to other guidelines and procedures as contained in the Cooperative Computer Software Development Policies, Guidelines and Procedures document shall be taken up by the Special Committee on AASHTOWare for separate action.

3.13 Product Task Force Planning Guidelines

1. Goal:

   To develop and implement a plan that will provide viable products that will meet the needs of AASHTO members.

2. Objectives:

   a. Produce viable software products for AASHTO members.

b.   Determine the appropriate product life cycle.

c.   Produce and update annually a product strategic plan.

d.   Annually produce a next-year operating plan that identifies specific deliverables to result from the contractor.

e.   Solicit and accept input from user groups.

f.   Identify issues and opportunities on software product integration, overlap or duplication.

g.   Present the accomplishments achieved versus the prior year's planned activities.

3.   Responsibilities:

a.   The development and periodic updating of product plans as herein described shall be the responsibility of the product task force.

b.   Product plans shall be submitted to the Special Committee on AASHTOWare for review, revision and adoption.

3.14 Task Force Membership Guidelines

1.   The Special Committee on AASHTOWare shall appoint the members of product and project task forces and designate the Chairperson from among nominated candidates.

The Chairperson of the Special Committee on AASHTOWare may make such appointments on an interim basis, subject to confirmation at the next following meeting of the Special Committee.

2.   Task forces shall typically consist of a minimum of three and a maximum of nine members including the chairperson. Task Forces consisting of greater than nine members may be considered by the SCOA depending on the specific situation.

3.   When a new product task force is formed, the members shall be appointed for one-, two- or three-year terms, distributed as equally as possible to provide staggering of terms and to maintain at least two experienced members on the task force when members' terms end.

4.   All members of the task force, including the chairperson, shall have one vote on all issues. Majority rules will apply. The Chairperson shall rule on questions of interpretation of policy, but any member may request verification by the Special Committee on AASHTOWare, or the Executive Director or his delegate.

5.   Product task force members may be reappointed for one additional three-year term when their term expires. The term of project task force members shall normally be the duration of the project.

6.   Appointees to fill uncompleted terms of prior members will serve the remainder of the unexpired term of the original appointment.

7.   Task force members are appointed as individuals and not as a specific representative of their agency. Replacement of a member will not necessarily be from the same AASHTO agency.

8.   A task force member that misses two or more meetings will be considered inactive and may be replaced.

3.15 Cooperative Computer Software Development Travel Guidelines

The following Travel Guidelines are intended to provide the maximum proportion of available Project or product funds toward the actual design, programming, support, maintenance and enhancement activities associated with each effort. Additionally, adherence to these guidelines will help contain the costs that are incurred to administer and manage them.

These guidelines were developed with the understanding that the time spent by task force members and AASHTO staff on AASHTOWare activities is a cost to their respective organizations, and is a valuable commodity that should be conserved. Generally, time spent on teleconferencing and other "at home-base" activities are preferable to long periods of travel and unavailability. Therefore, all parties that utilize travel funds to support the Cooperative Computer Software Development effort are requested to follow the guidelines set forth below.

In general, the time and location of the meetings should be selected to:

1. Conduct task force business in a timely manner. When immediate action is required, consider teleconferencing, FAX transmissions and e-mail as alternatives to face-to-face meetings. This will allow some business to be conducted without the expense associated with travel required for meetings.

2. Consider holding meetings: a) at the offices of the appropriate software contractor, b) AASHTO Headquarters, c) in the offices of one of the task force members, d) in close proximity to a hub airport, e) in the home city of a current user, or prospective user, member department, if practical, to avoid hotel costs and the travel expenses of at least one or more people, and permit the most efficient and effective use of the limited time available for face-to-face meetings.

3. In accordance with AASHTO Operating Policy, business meetings should not be conducted on weekends or holidays as a rule, although it is recognized that there may be exceptional cases where this cannot be avoided.

To ensure proper administration, and to minimize potential budgetary impacts, all vouchers for travel reimbursement expensed must be submitted to AASHTO Headquarters within 60-days of the last day of the meeting to be considered eligible for reimbursement.

3.16 User Group Guidelines

The designated representatives of the various licensees of an AASHTO software product may organize for the purpose of establishing a users' group. They may petition AASHTO and request to be designated as the official User Group for that product. AASHTO will designate only one official user group for each AASHTOWare product. The decision to recognize an official user group will be by the Special Committee on AASHTOWare, with the concurrence of the AASHTO Executive Director. If AASHTO accepts the petition and designates an AASHTO Product User Group, it will be based on the group's agreement with and adherence to the following guidelines.

1. The User Group shall as a minimum adopt a mission statement and an operating charter or bylaws, and shall elect officers. The charter or bylaws shall meet the

provisions of these guidelines.

2. All organizations who license an AASHTO Product shall be eligible for membership in the specific product User Group.

3. Tentative and final dates, agendas and minutes for all official meetings of the User Group, including any consensus recommendations from the User Group relating to the AASHTO Product, shall be transmitted to:

    *   Chairperson, Product Task Force

    *   assigned AASHTO Product Manager

4. The User Group shall be a not-for-profit organization and meet at least once in every calendar year, with at least one meeting designated as an annual meeting. User Group Officers may coordinate with the AASHTO Product Task Force Chairperson to select a common site and date once a year for a joint and concurrent meeting of the User Group and Product Task Force.

5. Officers and members of the User Group shall have complete control of the finances of the User Group, such as establishing and charging dues or meeting registration fees. Financial records consistent with a not-for-profit organization shall be maintained.

6. The User Group may adopt and use its own logo and letterhead. However, it shall not use the mark "AASHTO", or "AASHTOWare", or any AASHTO seal, emblem, or reference except the phrase "An AASHTO Recognized User Group for (Product name)", unless otherwise expressly authorized in writing by the Executive Director, or his delegate.

7. The User Group will not be an official AASHTO administrative or operating unit. The User Group will remain an independent organization representing the users of a particular AASHTOWare software product, except that its recognition as such by AASHTO will be dependent on its adherence to these guidelines and at the sole discretion of AASHTO.

8. AASHTO recognizes the benefits from and encourages strong and active User Groups. However, recommendations from the User Groups will be considered by AASHTO as being advisory only.

3.17 AASHTOWare Community Code of Conduct

To ensure participation on a Task Force, Technical Review Team or other AASHTOWare advisory group is a positive and rewarding experience for all involved; the following code of conduct has been established. This code is applicable to members, AASHTO staff, and contractors involved in the AASHTOWare program.

Participants are expected to:

1. Be courteous and respectful toward member agency colleagues, contractor and AASHTO staff.

2. Conduct themselves in a professional manner at all times, and adhere to the ethics policies and rules governing contractor / client relationships adopted by their agency or organization. In the absence of specific agency ethics policies, participants should adhere to the spirit of AASHTO's ethics policy.

3. Give others the opportunity to provide input. Everyone was selected because they have valuable information to contribute.

4. Work cooperatively to achieve AASHTOWare goals and objectives.

5. Volunteer or accept assignments to help achieve an equitable workload among members.

6. Resolve issues and disputes in a professional and expedient manner. Teamwork is essential for the success of the Program.

7. Perform assignments / tasks as requested by their respective leadership. If members are unable to complete their duties/tasks within the expected timeframe, the leadership should be notified as soon as possible.

8. Make product-related decisions and/or take actions that are in the best interest of the AASHTOWare community as a whole versus a "my agency" centric approach.

9. Include AASHTO staff in all communications related to AASHTOWare business. As an ex-officio member of every AASHTOWare team, AASHTO staff is the designated representative of the AASHTO Executive Director on all AASHTOWare business.

10. Respect confidentiality of intellectual property, financial information, and task force/technical/subgroup discussions.

11. Follow the AASHTOWare Policies, Guidelines & Procedures, which govern the operations of all AASHTOWare activities.

The purpose of this code of conduct is to address unacceptable behavior, conduct, and related problems encountered on task forces, technical review teams, or subgroups when conduct impacts a group's overall effectiveness. Individuals deemed to be in violation will be subject to removal from the group at the discretion and determination of the task force leadership, Special Committee on AASHTOWare, or AASHTO management as appropriate.

3.18 AASHTOWare Branding and Trademark Guidelines

AASHTO is firmly committed to maintaining the strength of our brand and protecting our reputation for quality and integrity. In that spirit, we ask each of you to follow these guidelines faithfully—members, contractors, staff and users, all must help ensure our branded assets are used according to these guidelines.

Following these guidelines will ensure our new brand identity does not deteriorate over time through improper usage.

1. **INTERNAL COMMUNICATIONS**

   Internal communications are defined as communications between task force members, contractors and staff *internal* to the AASHTOWare Program. The types of communications might include such things as discussions at task force meetings, emails, SharePoint workspace folders and filenames, internal presentations at task force or user meetings, voicemails, user-group websites, etc.

   Abbreviated Names

   There is a natural human tendency to shorten names in constant use. We understand the temptation to refer to AASHTOWare Bridge Management, for

example, as Br|M in internal communications. That is acceptable only when such reference is made to the product internal to the AASHTOWare community.

The Abbreviated Names of the Software Products

These are the abbreviated names of our software that are permissible for internal communications if a shortened version is deemed necessary for ease of use.

AASHTOWare Project™ - "Project"

AASHTOWare Project Preconstruction™ - "Preconstruction"

AASHTOWare Project Civil Rights & Labor™ - "CRL" or "Civil Rights & Labor"

AASHTOWare Project Cost Estimation™ - "Cost Estimation"

AASHTOWare Project SiteManager™ - "SiteManager"

AASHTOWare Project Construction Administration™ - "Construction Administration"

AASHTOWare Project BAMS/DSS™ - "BAMS/DSS"

AASHTOWare Project FieldManager™ - "FieldManager"

AASHTOWare Project Estimator™ - "Estimator"

AASHTOWare Project Proposals Worksheet™ -"Worksheet"

AASHTOWare Project Expedite™ - "Expedite"

AASHTOWare Project TRACER™ - "TRACER"

AASHTOWare Project Bids™ - "Bids"

AASHTOWare Right of Way™ - "Right of Way"

AASHTOWare Right of Way Outdoor Advertising Manager™ - "ODA Manager" or "RwODA"

AASHTOWare Pavement™ - Pavement"

AASHTOWare Pavement ME Design™ -ME Design or Pv|D

AASHTOWare Bridge™ - Bridge

AASHTOWare Bridge Management™ - "BrM"

AASHTOWare Bridge Design & Rating™ - "BrDR"

AASHTOWare Safety™ - Safety

AASHTOWare Safety Analyst™ - "Safety Analyst" or "SaA"

2. **EXTERNAL COMMUNICATIONS**

External communications are defined as communications from individuals or groups within the AASHTOWare community, including task force members, contractors and staff to individuals or groups outside the community, including other AASHTO committees, AASHTO member agencies, and the public. External communications might include presentations, advertisements, product brochures, product newsletters, the AASHTOWare website, etc.

Full Names

When communicating externally, our trademarked names should always be presented in their entirety, never abbreviated. It may be advantageous to use the new product logos in certain communications, like PowerPoint presentations where space may be limited. In addition, the first time trademarks are used in a particular case externally, they should be used as adjectives, not as nouns or verbs. By the conventional legal standard, all references to our software trademarks in external communications should read:

> *The AASHTOWare Bridge Management™ software allows users to... etc.*

Our hybrid guideline differs from a strict legal guideline.

Strictly speaking, a trademark should always be used as an adjective, never as a noun or verb. But people do not speak that way in normal conversation and we believe it will also be exceedingly cumbersome to write that way. You are more likely to say and write:

> *AASHTOWare Bridge Management* allows users to…etc.

If the product name is used repeatedly, the full name should be presented every time, but the name may be used as a noun, as in the above example.

The product names should not be abbreviated, for example "Br|M", in external communications.

Note the superscript ™ is always used for all components of the software; and the trademark names are always capitalized in external communications.

Our hybrid guideline incorporates the strict legal guideline and should provide clear notice to all who view the software or documentation that AASHTOWare software is a trademark of AASHTO.

Avoid Variations

Variations on a trademark can signal to the consuming public that improper usage is okay. Therefore, no spelling changes, capitalization changes, abbreviations, plurals or apostrophes with the trademark, or combining it with other words or marks is allowed.

In addition, the brand names should not be combined with other words such as "AASHTOWare-operability…" This is an incorrect usage. In its complete or abbreviated form, the brand names should always stand alone.

The Official Trademarked Names of the Software Products

These are the official names of our software that are to be used in external communications.

AASHTOWare Project™

AASHTOWare Project Preconstruction™

AASHTOWare Project Civil Rights & Labor™

AASHTOWare Project Cost Estimation™

AASHTOWare Project SiteManager™

AASHTOWare Project Construction Administration™

AASHTOWare Project BAMS/DSS™

AASHTOWare Project FieldManager™

AASHTOWare Project Estimator™

AASHTOWare Project Proposals Worksheet™
AASHTOWare Project Expedite™
AASHTOWare Project TRACER™
AASHTOWare Project Bids™

AASHTOWare Right of Way™
AASHTOWare Right of Way Outdoor Advertising Manager™

AASHTOWare Pavement™
AASHTOWare Pavement ME Design™

AASHTOWare Bridge™
AASHTOWare Bridge Management™
AASHTOWare Bridge Design & Rating™

AASHTOWare Safety™
AASHTOWare Safety Analyst™

QUESTIONS

If you are unsure how to use our trademarked product names in your materials, please contact the appropriate AASHTO Project Manager.

4.0 Procedures

4.1 Project Proposal Procedure

Responsibility	Activity	
AASHTO Member Department(s) (Can also be an AASHTO Committee, or Task Force)	1.	Prepares proposal. **Note:** See project proposal format requirements (5 copies).
	2.	Submits proposal to Chairperson of the Special Committee on AASHTOWare
Chairperson of the Special Committee on AASHTOWare	3.	Distributes proposal to task force members for evaluation.
Special Committee on AASHTOWare Members	4.	Conduct review and respond to Special Committee on AASHTOWare Chairperson with recommendations
Chairperson of the Special Committee on AASHTOWare	5.	Consolidates proposal reviews. **Note:** If positive, submits to AASHTO Staff for solicitation. If negative, returns summary of review to proposer with options, if any.
AASHTO Staff	6.	Distributes proposal to AASHTO member departments for determination of interest and support. Send reminder e-mails during course of solicitation period. Enlist help of proposal sponsors to contact agencies to promote participation and answer questions. Encourage responses through personal contact with individuals in agency business areas targeted by solicitation.
Member Departments	7.	Review proposal and return responses.
AASHTO Staff	8.	Collects member department responses.
	9.	Prepares summary of responses and submits reports to Special Committee on AASHTOWare members.
Special Committee on AASHTOWare	10.	Reviews summary of responses and makes a recommendation as to proceeding.
AASHTO Staff	11.	If the project is sufficiently subscribed, approved by the SCOA and otherwise

Responsibility		Activity
		acceptable, the staff shall inform the Executive Committee of plans to initiate the project. However, should the Special Committee on AASHTOWare fail to recommend the project for any reason (e.g. the project is not fully funded), or to recommend but significantly modify the scope or other aspects of the project, it shall be resubmitted to the subscribers for reconsideration and concurrence.
		If any participants commit to less than the target fee, or if a response with conditional funding commitment is received, the full target fee members will be polled.
Special Committee on AASHTOWare	12.	Recommends a list of potential project task force members and Chairperson.

4.2 Project Proposal Format

1. Cover Sheet

   At a minimum, contains information including:

   - Title of Project,

   - Organization preparing proposal,

   - Name(s) of people preparing proposal, and

   - Date of preparation

2. Project Proposal Description

   Describes the scope of the project, identifying its goals and objectives as appropriate.

3. Background Information and Justification

   Furnishes to the reader any background or history to better understand the purpose of the project. Also, provides specific information relative to benefits, cost savings, productivity increases, return on investments, and provides justification for the investment of funds to develop the project described above.

4. Task Statement and Schedule

   Provides a specific list of tasks necessary to accomplish the project and defines associated schedule. Tasks can be arranged for total project or broken into phases as appropriate.

5. Administration

   Identifies who will administer the project and should also include the following items:

   - How participating member departments will interact with the administration of the project.

   - Any other administrative issues necessary for successful completion of the project.

6. Contracting

    Suggest methods of procuring the services necessary to complete the work outlined in the proposal which generally is accomplished through competitive procurement. If a sole source is recommended, justification should be included. A state organization could also be the contractor.

7. Development Cost

    Estimate costs associated with development and implementation of the project.

8. Funding

    Estimate amount of funding needed and likely number of participants. Funding recommendations must include an estimated project cost for administration expense and, as appropriate up, to 5% to be deposited in the Capitalization fund.

9. Maintenance

    Identifies who would be responsible to maintain continued development and add enhancements.

10. Miscellaneous

    Any other information of value pertinent in evaluating the proposal.

4.3   Project or Product Request for Proposal (RFP) Procedure

Responsibility	Activity	
Project or Product Task Force	1.	Prepares Request for Proposal for services and vendor list and forwards to AASHTO with supporting documentation.
AASHTO Staff	2.	Review RFP and vendor list for legal sufficiency and compliance with AASHTO rules and procedures.
	3.	Announces and distributes RFP to prospective vendor.
	4.	Receives proposals from interested vendors and forwards to Task Force Chairperson.
Project or Product Task Force with input from AASHTO Staff	5.	Evaluates proposals and selects preferred vendors.
	6.	Submits results of evaluation and makes recommendations to Special Committee on AASHTOWare.
Special Committee on AASHTOWare	7.	Reviews task force selection process to assure compliance with AASHTO procedures and approves the recommendations.
	8.	Arranges with the Executive Director or his delegate to commence contract negotiations.
	9.	Forwards notice of authorization for contract preparation and preliminary contract negotiation to the project or product task force.

4.4 Project and Product RFP Format

AASHTO
Request for Proposal

(AASHTOWare Project or Product Name)

Date:_____

AASHTO
444 North Capitol Street, N.W.
Suite 249
Washington, D. C. 20001

"Sample" RFP Content

Section A. General Requirements
Introduction and Background
AASHTO and AASHTOWare Technical Service Program
Statement of Purpose and Intent
Planned Calendar of Events
Pre-Proposal Conference
Cost of Proposal Preparation
Proposal Submission Requirements
Cost Proposal
Technical Proposal
Receipt of Proposal
Proposal Review Board
Oral Presentations
Evaluation of Proposals
Clarification of Proposals
Award
Rejection of Proposals

Section B. Technical Requirements - Background and Vision

Section C. Technical Requirements - Conceptual Design
Design Considerations
System Scope
Standards Based Design
Modular & Modifiable Design
Flexible Design to Meet Local Needs & Priorities
Built upon Existing Successful Systems
Flexible Implementation & Licensing
Long-Term Support
Hardware / Software Platform
Hardware Platform
Database Platform
GIS Platform
Communications Platform
Data Dictionary

Patents, Copyrights and Trademarks
Ownership of Materials
Approval of Publications
Inspection and Audit
Payment - Incentives - Disincentives
Communications and Notices
Delays
Notification of Extra Compensation
Disputes
Termination
Severance
Entire Agreement
Assignment of Rights

4.5 Project or Product Agreement Procedures

Responsibility	Activity	
AASHTO Staff	1.	Prepares agreement document within AASHTO Policies and Guidelines, using previously prepared project documents, the selected vendor's proposal, and standard AASHTO contract language, working with the members of the project or product task force.
	2.	Conducts preliminary negotiations with preferred vendor in conjunction with the chairperson and, if desired members of the project or product task force.
	3.	Submits proposed agreement to the Special Committee on AASHTOWare and the Executive Director, or his designated delegate for review and recommendation.
Special Committee on AASHTOWare	4.	Reviews proposed agreement and forwards recommendations to the Executive Director.
AASHTO Executive Director	5.	Reviews proposed agreement, completes final negotiations, executes contract.

4.6 Related Work Procedure

1. All related software development activities (work) must be done in a manner consistent with the AASHTO Policy, Guidelines and Procedures. (Please refer to related Policy, section 2.2, item 13.)

2. Appropriate guidelines must be followed when related work requires AASHTO Project or Product source code.

3. The consultant must establish the specific functionality to be added, or provided and interfaced, to the product. This should include reference to the intended method of interfacing, or incorporation, any possible alternative methods, and identification of the options, version and releases to be involved. This will

provide a mutual understanding of the intended use and marketability of the enhanced product.

4. The product task force should comment specifically on the related work's relevance to the product strategic and long-range plan. Product task force comments should be forwarded to the Chairperson of the Special Committee on AASHTOWare.

5. Upon Task Force approval of the related work proposal, and written concurrence by the Executive Director (or designated representative), the contractor will prepare sufficient technical material that the project or product task force can monitor the progress of the related work in a manner consistent with other work plan items.

6. Upon completion of the related work by the contractor the project or product task force should review the work effort for appropriate completion.

7. There are several possible outcomes at this point:

   a. Formal acceptance testing of the related work leading to AASHTO's inclusion of the related work into the project or product for ongoing support, maintenance and enhancement;

   b. Acceptance testing of the related work for acknowledgement as a value added product that is marketed and maintained by other than AASHTO;

   c. Partial or complete rejection of the related work with notice going to the requesting Member Department, if applicable and/or the contractor.

8. Lastly, AASHTO will announce to all licensees of the project or product its decision and action, announcing the availability of the enhanced project or product, or the Value Added module.

4.7   Planning and Budget Activity Cycle

The planning process and cycle that forms the basis for the Cooperative Computer Software Development activity is used to guide the Special Committee on AASHTOWare and the various project or product task forces. It utilizes an annual cycle to: review the accomplishment of the past and current years' efforts; extend the long-range planning horizon another year into the future; establish and update strategies; and prepare a Strategic Plan document which presents the next-year operating plans and budgets plus long-range plans for the individual and collective AASHTO products.

The major activities and target dates that guide this process are as follows:

Activity		Dates
1.	Start current FY Product workplan and contract	July
2.	SCOA develops final draft AASHTOWare Strategic Plan for following FY and Operating Objectives for current FY	July
3.	SCOA publishes AASHTOWare Strategic Plan for following FY, including Operating Objectives for current FY	September
4.	SCOA presents content of AASHTOWare Strategic Plan for next FY to Product TFs	September - December

Activity		Dates
5.	Product Task Force (TF) reviews User Group status, needs, recommendations, and incorporates into planning process for next fiscal year.	September-October
6.	Technical and Applications Architecture Task Force and AASHTO Staff conduct annual Information Technology (IT) Survey, and gathers responses from AASHTO member agencies.	mid-November - December
7.	Product TF develops draft product strategic plan and annual work plan for next FY cycle, including next-year proposed license fees, revenue estimate and budget, as well as draft catalog section for product.	December-mid February
8.	T&AA Task Force shares results of IT Survey with SCOA, as input to identification of important strategic plan directions, and development of topics for review at March Chairs meeting. Results of IT Survey are also shared with member departments through website. SCOA develops preliminary list of Strategic Plan topics for inclusion in next iteration of the AASHTOWare Strategic plan (i.e. to be issued in September of the following FY), for discussion by TF Chairs at March meeting.	January
9.	SCOA distributes list of strategic plan topics for discussion at Chairs meeting in March.	late January-early February
10.	TF Chairs submit product strategic plans, annual work plans, budgets and catalog submittals for next FY to SCOA in advance of annual SCOA/Chairs Meeting	mid-February
11.	Task Force Chairs meet with SCOA to review next FY product budgets, work plans and discuss issues. SCOA also solicits input from Chairs on next FY iteration of AASHTOWare Strategic Plan. T&AA Task Force solicits input from Chairs on questions for next iteration of IT Survey.	early March
12.	Finalize product work plans, budgets and catalog submittals for next FY.	late March
13.	Obtain budget approval for next FY from the AASHTO Executive Committee.	April
14.	SCOA develops draft components of AASHTOWare Strategic Plan and Operating Objectives for next iteration of planning cycle.	April - June
15.	T&AA Task Force gathers input from SCOA and Product Task Forces on questions for next iteration of IT Survey.	May - June - July

AASHTOWare STRATEGIC PLANNING CYCLE

PROCESS / DELIVERABLES   **TIME LINE**

Departments of Transportation   Product Contractors

T&AA

Market   AASHTO Staff

Perform Tactical
IT Analysis   **JANUARY**

Develop Strategic
Plan Topics   **JANUARY /
                                               MARCH**

Input

Solicit Product
Needs / Directions   **MARCH**

AASHTOWare
Strategic Plan   **JULY /
                                               AUGUST**

Strategic Plan
PowerPoint Presentation

Present Strategic
Plan to Task Forces   **SEPTEMBER /
& Contractors**   **DECEMBER**

Year
One

Objectives
Mapped

Year
Two

Product   Product   Product   **MARCH**
Strategic Plan   Work Plan   Budget

4.8   Task Force Travel Budget

Each task force shall submit an annual proposed travel budget including the following information:

- Number of meetings,

- Number of members,

- Cost per meeting, and

- Total cost

Budgets are to be submitted for approval through the Special Committee on AASHTOWare to the Executive Director of AASHTO.

Budget submissions by each Task Force Chairperson for the fiscal year beginning July 1 are to be in accordance with Appendix A, with preliminary budgets submitted to the Chairperson of the Special Committee on AASHTOWare no later than late February/early March of each year. (Also, see Product Plan and Budget Cycle.)

Original travel costs are to be borne by the individual task force members. Reimbursement requests are to be submitted directly to AASHTO, within 60-days of the last day of the meeting, utilizing the travel voucher form illustrated as Appendix B which are to be in accordance with the travel cost reimbursement policy detailed in Appendix C.

Unless otherwise approved in writing in advance by the Executive Director or his designee, only designated task force or technical review team members are eligible for AASHTO travel reimbursements.

4.9 Appendix A – Task Force Travel Budget Proposal

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

JOINT DEVELOPMENT ACTIVITIES

Task Force Travel Budget Proposal

Fiscal Year Ending:

Task Force Information

Task Force: _____

Members and Affiliation: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Meeting Information

Meeting #1		Travel Cost per person	Total Travel Cost	Total Meeting/AV Cost
	Tentative Date:			
	Location:			
	Purpose: Regular Task Force Meeting			
	Meeting Room Expenses (including food, beverage, AV & Internet)			
	TF Members Travel (includes meals, interstate & local transp. costs & registration)			
	SCOJD Travel			
	T&AA Travel			
	Staff Travel			
	Total Meeting Expenses:	$ -	$ -	

Meeting #2		Travel Cost per person	Total Travel Cost	Total Meeting/AV Cost
	Tentative Date:			
	Location:			
	Purpose:			
	Meeting Room Expenses (including food, beverage, AV & Internet)			
	TF Members Travel (includes meals, interstate & local transp. costs & registration)			
	SCOJD Travel			
	T&AA Travel			
	Staff Travel			
	Total Meeting Expenses:	$ -	$ -	

Page 1

4.10 Appendix B – Travel Expense Claim

A A S H T O
THE VOICE OF TRANSPORTATION

AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS

JOINT DEVELOPMENT ACTIVITIES

TRAVEL EXPENSE CLAIM

Name: _____

Organization: _____

Address: _____

_____

Meeting Name: _____

Meeting Date: _____

Departure Date/Time: _____ ____:____ ___M

Return Date/Time: _____ ____:____ ___M

Detail of Expenses

Note: Receipts are required for all expenses.

Intercity Transportation (Airline Fees)

FROM:	TO:	CARRIER:	AMOUNT:

Local Transportation

FROM:	TO:	PRIVATE AUTO MILES:			AMOUNT:	
			mi.	@0.XXX/Mile	$	-
			mi.	@0.XXX/Mile	$	-
RENTAL CAR					$	-
LOCAL TRANSPORTATION - LIMO, TAXI FARES AND PARKING					$	-

Subsistence Expenses: Note - Meal receipts are required and per meal costs should be entered on the voucher at actual cost with maximum reimbursement limited to an average not to exceed $46 total per day.

DATE	BREAKFAST	MEALS LUNCH	DINNER	MEALS TOTAL	LODGING TOTAL	DAILY TOTAL		
				$ -	$ -	Total for Meals and Lodging:	$ -	

Miscellaneous Expenses: | Explanation (If necessary)

Telephone:		
Other(Specify):		
Other(Specify):		
Other(Specify):		
	$ -	

Total Misc. Expenses: $ -

TOTAL EXPENSES $ -

(LESS ADJUSTMENTS) $ -

ENTER NET AMOUNT CLAIMED HERE --> $ -

MAKE CHECK PAYABLE TO:

ADDRESS OTHER THAN ABOVE:

I CERTIFY THAT THE ABOVE CLAIM IS CORRECT AND PROPER AND THAT THESE EXPENSES WERE INCURRED BY ME EXCLUSIVELY UPON OFFICIAL BUSINESS OF THE ASSOCIATION.

CLAIMANTS SIGNATURE_____   DATE: _____

AASHTO Executive Office: 444 N. Capitol St., N.W., Suite 249, Washington, D.C. 20001

4.11 Appendix C – Travel Cost Reimbursement Policies

Travel cost reimbursement will be made in accordance with the Travel and Business Expenditure Policy of the American Association of State Highway and Transportation Officials in effect at the time. This document can be viewed or downloaded from the AASHTOWare website.