

**APPENDIX A**  
**SAMPLE CONTRACT**

SAMPLE

## CONTRACT (3513R10)

**THIS CONTRACT** to provide continued administration of a statewide color photographic driver license and identification card system for PennDOT's Digital Driver License System ("Contract") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PENNDOT"), and \_\_\_\_\_ ("CONTRACTOR").

### WITNESSETH:

**WHEREAS**, PENNDOT issued a Request For Proposals to provide continued administration of a statewide color photographic driver license and identification card system for the "PennDOT Digital Driver License System", RFP No. 3513R10 ("RFP"); and

**WHEREAS**, CONTRACTOR submitted a proposal in response to the RFP; and

**WHEREAS**, PENNDOT determined that CONTRACTOR's proposal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected CONTRACTOR for contract negotiations; and

**WHEREAS**, PENNDOT and CONTRACTOR have negotiated this Contract as their final and entire agreement to provide continued administration of a statewide color photographic driver license and identification card system.

**NOW THEREFORE**, intending to be legally bound hereby, PENNDOT and CONTRACTOR agree as follows:

1. CONTRACTOR shall, in accordance with the terms and conditions of this Contract, provide a strategy to PENNDOT to provide continued administration of a statewide color photographic driver license and identification card system as more fully defined in the RFP and any addenda, including all other referenced Appendices not specifically enumerated in paragraph 8 below, which is attached hereto as **Exhibit "B"** and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed during the contract period of 60 months following the date of the Notice to Proceed of this Contract by PENNDOT. PENNDOT'S Contracting Officer may renew this contract upon the same terms and conditions, incrementally, for a period of up to 60 months, by written notification to the CONTRACTOR by the Contracting Officer. In addition, the Commonwealth reserves the right upon written notification to the CONTRACTOR by PENNDOT's Contracting Officer to extend the term of the Contract for up to three (3) months upon the same terms and conditions. This right to extend the Contract in no way minimizes PENNDOT's right to the timely receipt of the project deliverables as specified in the RFP.

3. PENNDOT shall pay the CONTRACTOR during the existence of this Contract for work completed in accordance with the terms and conditions of the Contract and the CONTRACTOR's Cost Submittal, dated **(INSERT DATE)**, which is attached hereto as **Exhibit "D"**, the maximum amount of **(SPELL OUT DOLLARS AND CENTS) (\$INSERT ACTUAL DOLLAR AND CENTS)** for the time period set forth in #2 above of this Contract.
4. PENNDOT and CONTRACTOR agree to be bound by the IT Contract Terms and Conditions, which is attached hereto as **Exhibit "C"** and made part of this Contract.
5. CONTRACTOR agrees to provide continued administration of a statewide color photographic driver license and identification card system as described in its Technical Submittal, which is attached hereto as **Exhibit "E"** and made part of this Contract.
6. CONTRACTOR agrees that documentation of good faith efforts to solicit subcontractors that are diverse businesses (DBs) shall be made by the contractor and be subject to the concurrence of the Department. A list of the requirements constituting good faith efforts and additional information concerning DB participation in this contract is contained in **Exhibit "F"**, entitled Diverse Business Participation for Non-Federally Funded Projects.
7. This Contract is comprised of the following documents, which are attached herein by reference as though set forth at length:
  - a. This document, identified as **Exhibit A** to the RFP.
  - b. The IT Contract Terms and Conditions, identified as Appendix B to the RFP, which shall be attached as **Exhibit C** of this Contract.
  - c. The CONTRACTOR's Cost Submittal and any addenda, if applicable, identified as Appendix E to the RFP, which shall be attached as **Exhibit D** of this Contract.
  - d. The CONTRACTOR's Technical Submittal and any addenda, if applicable, which shall be attached as **Exhibit E** of this Contract.
  - e. The remainder of the RFP and any addenda, including all other referenced Appendices not specifically enumerated in this paragraph, which shall be attached as **Exhibit B** of this Contract.
  - f. The CONTRACTOR's good faith efforts to solicit subcontractors that are diverse businesses (DBs), identified as Appendix F to the RFP, which shall be attached as **Exhibit "F"** of this PPA.

Notwithstanding similar or contradictory order of precedence language attached to or made part of this Contract, including but not limited to language appearing in Exhibit C, the above documents are listed in order of precedence.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

SAMPLE

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

**CONTRACTOR:**

BY \_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

*If a Corporation, only the Chairman, President, Vice President, Senior Vice President, Executive Vice President, Assistant Vice President, Chief Executive Officer or Chief Operating Officer must sign; if one of these officers is not available, please attach a resolution. If a sole proprietorship, only the owner must sign; if a partnership, only one partner needs to sign; if a limited partnership, only a general partner may sign. If a Limited Liability Company ("LLC"), only one member needs to sign, unless it is a manager-based LLC, then a manager must sign. If a Municipality, Authority, or other entity, please attach a resolution.*

---

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE