

APPENDIX B
SAMPLE CONTRACT

SAMPLE

CONTRACT (3516R09)

THIS CONTRACT to provide and administer the Pennsylvania Department of Transportation's Motorcycle Safety Program ("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 Request for Proposals No. 3516R09 ("RFP") seeking a contractor to provide and administer its Motorcycle Safety Program;

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

WHEREAS, PENNDOT determined that the 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 the CONTRACTOR for contract negotiations; and

WHEREAS, PENNDOT and the CONTRACTOR have negotiated this Contract as their final and entire agreement for the CONTRACTOR to provide and administer PENNDOT's Motorcycle Safety Program.

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

1. The CONTRACTOR shall, in accordance with the terms and conditions of this Contract, provide a strategy to PENNDOT to deliver and administer the Motorcycle Safety Program as more fully defined in the RFP and any addenda, including all other referenced Appendices not specifically enumerated in section 6 below, which is attached hereto as **Exhibit "B"** and made part of this Contract.
2. The CONTRACTOR agrees that the services shall be performed during the contract period of sixty (60) months following the Effective Date of this Contract by PENNDOT. PENNDOT'S Contract Administrator may renew this Contract upon the same terms and conditions, incrementally or in one step, for a period of sixty (60) months by written notification to the CONTRACTOR by the Contract Administrator. An increase of the costs set forth in the Contract up to a maximum of three percent (3%) for the life of the renewal period may be exercised at the discretion of the Contract Administrator. In addition, the Commonwealth reserves the right upon written notification to the CONTRACTOR by PENNDOT's Contract Administrator to extend the term of the Contract for up to three (3) months at the then-current pricing under the same terms and conditions, in addition to any renewal period. 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 **Month DD, YYYY**, which is attached hereto as **Exhibit "C"**, the maximum amount of **[write out the total cost in all CAPS]** (\$**[total cost figure – i.e. 1,000,000.00]**) for the time period set forth in #2 above of this Contract.
4. The CONTRACTOR agrees to provide and administer PENNDOT's Motorcycle Safety Program as described in its Technical Submittal, which is attached hereto as **Exhibit "D"** and made part of this Contract.
5. The CONTRACTOR agrees to meet and maintain the commitments to Small Diverse Business and Small Business (SDB/SB) made in its SDB/SB submission, if applicable, which is attached hereto as **Exhibit "E"**.
6. This Contract is comprised of the following documents, which are attached herein by reference as though set forth at length:
 - a. This document, the Contract (3516R09), identified as Appendix B to the RFP, which shall be attached as Exhibit A of this Contract.
 - b. The CONTRACTOR's Cost Submittal and any addenda, if applicable, identified as Appendix E to the RFP, which is attached as **Exhibit C** of this Contract.
 - c. The CONTRACTOR's Technical Submittal and any addenda, if applicable, which is attached as **Exhibit "D"** of this Contract.
 - d. The CONTRACTOR's SDB/SB submission, if applicable, which is attached hereto as **Exhibit "E"**.
 - e. The remainder of the RFP and any addenda, including all other referenced Appendices not specifically enumerated in this paragraph, shall be attached as **Exhibit "B"** of this Contract.

Notwithstanding similar or contradictory order of precedence language attached to or made part of this Contract A the above documents are listed in order of precedence.

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

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

APPROVED FOR LEGALITY
AND FORM

BY _____
For Chief Counsel DATE

BY _____
Deputy Attorney General DATE

BY _____
Deputy General Counsel DATE