

**APPENDIX J**  
**SAMPLE CONTRACT**

SAMPLE

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(3517R07)

**THIS CONTRACT** to provide for a National Summer Transportation Institute (NSTI) Program which addresses the need for a diverse workforce in the 21st Century and to create an awareness of the career choices and opportunities that exist in the transportation industry for PennDOT's "National Summer Transportation Institute (NSTI)" ("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 for a National Summer Transportation Institute (NSTI) Program for "National Summer Transportation Institute (NSTI)", RFP No. 3517R07 ("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 for the need for a diverse workforce in the 21st Century and to create an awareness of the career choices and opportunities that exist in the transportation industry.

**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 an awareness of the career choices and opportunities that exist in the transportation industry, 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 following the date of the Notice to Proceed of this Contract by PENNDOT through October 31, 2019. 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 **Month DD, YYYY**, which is attached hereto as **Exhibit "D"**, 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. PENNDOT and CONTRACTOR agree to be bound by the Standard Contract Terms and Conditions for Services – BOP-1204, which is attached hereto as **Exhibit "C"** and made part of this Contract.
5. CONTRACTOR agrees to provide the NSTI Program as described in its Technical Submittal, which is attached hereto as **Exhibit "E"** and made part of this Contract.
6. CONTRACTOR agrees to meet and maintain the commitments to Disadvantaged Business Enterprise (DBE) submission as described in the CONTRACTOR's Technical Submittal, if applicable, which is attached hereto as **Exhibit "F"**.
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 Standard Contract Terms and Conditions for Services – BOP-1204 identified as Part VI-1 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 E** of this Contract.
  - d. The CONTRACTOR's Technical Submittal and any addenda, if applicable, which shall be attached as **Exhibit D** 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.

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]**

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.*

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**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