

# **APPENDIX A**

## **SAMPLE CONTRACT**

SAMPLE

## CONTRACT (3516R06)

**THIS CONTRACT** to provide Managed Print Services to optimize the print fleet, improve service, and reduce output costs for PennDOT's "*Managed Print Services*" 3516R06 ("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 Managed Print Services to optimize the print fleet, improve service, and reduce output costs for the "*Managed Print Services*," RFP No. 3516R06 ("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 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 Managed Print Services to optimize the print fleet, improve service, and reduce output costs.

**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 Managed Print Services to PennDOT to optimize the print fleet, improve service, and reduce output costs as more fully defined in the RFP and any addenda, including all other referenced Appendices not specifically enumerated in paragraph 7 below, which is attached hereto as **Exhibit "E"** and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed during the contract period of thirty-six (36) months following the date of the Notice to Proceed of this Contract by PENNDOT. CONTRACTOR further agrees that:
  - a. At the expiration of the thirty-six (36) month contract term, PENNDOT'S Contracting Officer may renew this Contract upon the same terms and conditions for an additional term of twelve (12) months. The Contracting Officer may then renew the Contract for successive twelve (12) month periods, so long as the total term of this contract does not exceed forty-eight (48) months, except as provided in subsection b below.

- b. At the expiration of the thirty-six (36) month contract term or any subsequent renewal period, PENNDOT's Contracting Officer may extend the term of the Contract for up to three (3) months upon the same terms and conditions.
  - c. All renewals and extensions shall be at PENNDOT's discretion. The Contracting Officer will provide written notification to the CONTRACTOR of renewals and extensions.
  - d. Contract term extensions shall not be deemed to extend project deliverable deadlines. Extensions shall only be granted 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 paragraph 2 of this Contract.
  - 4. PENNDOT and CONTRACTOR agree to be bound by the IT Contract Terms and Conditions, which is attached hereto as **Exhibit "B"** and made part of this Contract.
  - 5. CONTRACTOR agrees to provide Managed Print Services to optimize the print fleet, improve service, and reduce output costs Managed Print Services to optimize the print fleet, improve service, and reduce output costs as described in its Technical Submittal, which is attached hereto as **Exhibit "D"** 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 information in this contract is contained in **Exhibit "F,"** entitled Diverse Business Participation for Non-Federally Funded Projects.
  - 7. This Contract comprises the following documents, which are attached and incorporated herein by reference as though set forth at length. 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 documents are listed in order of precedence.
    - a. This Contract, which is identified as **Appendix "A"** to the RFP, and which shall be considered **Exhibit "A."**
    - b. The IT Contract Terms and Conditions, which is identified as **Appendix B** to the RFP and attached to this Contract as **Exhibit "B."**
    - c. The CONTRACTOR's Cost Submittal and any addenda, if applicable, which are identified as **Appendix C** to the RFP and attached to this Contract as **Exhibit "C."**

- d. The CONTRACTOR's Technical Submittal and any addenda, if applicable, which are attached to this Contract as **Exhibit "D."**
- e. The remainder of the RFP and any addenda, including all other referenced Appendices not specifically enumerated in this paragraph, which are attached to this Contract as **Exhibit "E."**
- f. The CONTRACTOR's good faith efforts to solicit subcontractors that are diverse businesses (DBs) identified as **Appendix F** to the RFP, which are attached to this Contract as **Exhibit "F."**

**[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 \_\_\_\_\_  
DATE  
\_\_\_\_\_  
Title

APPROVED FOR LEGALITY  
AND FORM

BY \_\_\_\_\_  
For Chief Counsel DATE

BY \_\_\_\_\_  
Deputy Attorney General DATE

BY \_\_\_\_\_  
Deputy General Counsel DATE