

# **APPENDIX A**

## **SAMPLE CONTRACT**

SAMPLE

## CONTRACT (3516R01)

**THIS CONTRACT** to relocate the Photo License Center for “*Upper Chichester*, and establish one (1) new Photo License Centers (PLCs) within one of the four zip codes 19128, 19129, 19131, or 19140” (“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 relocate the Photo License Center for “*Upper Chichester*, and establish one (1) new Photo License Centers (PLCs) within one of the four zip codes 19128, 19129, 19131, or 19140”, RFP No. 3516R01 (“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 co-locating PLC.

**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, relocate the Photo License Center for “*Upper Chichester*, and establish one (1) new Photo License Center as more fully defined in the RFP and any addenda, including all other referenced Appendices not specifically enumerated in paragraph 6 below, which is attached hereto as Exhibit “A and made part of this Contract.
2. CONTRACTOR agrees that the services shall be performed during the contract period of 24 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 36 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 and CONTRACTOR agree to be bound by the Special Contract Terms and Conditions, which is attached hereto as Exhibit “B” and made part of this Contract.

4. PENNDOT and CONTRACTOR agree to be bound by the Standard Contract Terms and Conditions for Services – BOP-1204, which is section IV of the RFP and made part of this Contract.
5. CONTRACTOR agrees to relocate the Photo License Center for “*Upper Chichester*, and establish one (1) new Photo License Centers (PLCs) within the four zip codes 19128, 19129, 19131, or 19140 as described in its Technical Submittal, which is attached hereto as Exhibit “D” and made part of this Contract.
6. 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 Special Contract Terms and Conditions identified as Appendix B to the RFP, which shall be attached as Exhibit B of this Contract.
  - c. The Standard Contract Terms and Conditions for Services – BOP-1204, identified as section IV to the RFP, which shall be attached as Exhibit C of this Contract.
  - d. 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 A of this Contract.
  - e. The CONTRACTOR’s Technical Submittal and any addenda, if applicable, which shall be attached as Exhibit D 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.*

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

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

APPROVED AS TO LEGALITY  
AND FORM

BY: \_\_\_\_\_  
for Chief Counsel DATE

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

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

FUNDS COMMITMENT  
DOCUMENT NO. \_\_\_\_\_  
CERTIFIED FUNDS AVAILABLE  
UNDER SAP NO. \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_

BY: \_\_\_\_\_  
for Comptroller Operations DATE