

REQUEST FOR PROPOSALS
FOR
PROJECT MANAGEMENT AND FACILITY TRANSITION PLANNING FOR THE
NEW PUBLIC SAFETY BUILDING FOR CUMBERLAND COUNTY

The County of Cumberland, a county of the fourth class, is accepting proposals from qualified firms to support the Department of Public Safety in project management, procurement support, vendor coordination, transition planning and general consultation services to assure a timely and successful transition from its current operations center to the new public safety building.

An original and three (3) copies for a total of four (4) copies of the sealed proposal must be clearly labeled "911 Project Management, Facility Transition Planning and Consulting Services" and submitted to the County not later than 3:00 p.m. on Friday, February 5, 2010, at:

Office of the Solicitor
One Courthouse Square, Room 208
Carlisle, PA 17013

REQUEST FOR PROPOSALS (RFP)
FOR
PROJECT MANAGEMENT AND FACILITY TRANSITION PLANNING FOR THE
NEW PUBLIC SAFETY BUILDING FOR CUMBERLAND COUNTY

1.1 Background

Cumberland County is building a new Public Safety Building to house its Emergency Management Division and Emergency Operations Center (EOC), and the Public Safety Communications Division with 24/7 9-1-1 call center. The overall project has two major components: construction of the physical facility (overseen by the County's Construction Project Manager), and provisioning and installation of the complex technical subsystems that support the major operational missions.

The County requires a professional consultant that has experience in project management, procurement support, vendor coordination, transition planning and knowledge in the transfer of technical subsystems and general consultation services to assure a timely and successful transition from its current operations center to the new Public Safety Building.

2.1 General Requirements

- 2.1.1 All Respondents are bound by the deadline and location requirements of this RFP.
- 2.1.2 Respondents electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The County of Cumberland is not liable for any costs incurred by the Respondent in response to this RFP and the Respondent, including all related parties, disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.
- 2.1.3 Late proposals will not be considered.
- 2.1.4 The County of Cumberland reserves the right to reject any or all responses or any portion thereof and to select the response(s) which, in its sole discretion, it judges to be in the best interest of the County.
- 2.1.5 The County of Cumberland reserves the right to cancel or modify this RFP. There is no guarantee that the County of Cumberland will place the requested services under contract.
- 2.1.6 The County of Cumberland reserves the right to investigate the qualifications of any Respondent under consideration including proposed subcontractors and parties otherwise

related to the Respondent and require confirmation of information furnished by a Respondent, or require additional evidence of experience and qualifications to provide the services or otherwise discharge the obligations required by this RFP.

- 2.1.7 The County of Cumberland reserves the right to disclose information contained in proposals to the public, subject to confidentiality statutes.
- 2.1.8 All materials submitted with the response will become the property of Cumberland County. No materials submitted will be returned to the Respondent.
- 2.1.9 The County of Cumberland reserves the right to approve or disapprove of particular subcontractors, joint venture partners, or other proposed team members.
- 2.1.10 The County of Cumberland reserves the right to evaluate responses in terms of the best interests of the County, applying criteria provided in this RFP and any other criteria the County, in its sole discretion, deems pertinent.
- 2.1.11 The County of Cumberland reserves the right to accept other than the lowest cost proposal based upon an evaluation of all aspects of the response.
- 2.1.12 The contract which will be entered should a consultant be chosen by County shall be in the form attached hereto and subject to all of the terms and conditions thereof. No deviations from the content of the attached contract (or the incorporated terms and conditions) will be permitted. The executed contract is subject to the approval of the Cumberland County Board of Commissioners and its Solicitor and is effective only upon their approval.
- 2.1.13 All responses must remain valid for a minimum period of ninety (90) days after the response due date. Responses may not be modified or withdrawn by the Respondent during this period of time except in accordance with this RFP and with written permission granted by the County of Cumberland.
- 2.1.14 Any response may be withdrawn in writing prior to the date and time set for receipt of responses.
- 2.1.15 The Respondent must certify, in writing, that as of the date of its execution of its proposal, it has no tax liabilities or other Commonwealth or Cumberland County obligations. The Respondent's obligations pursuant to these provisions are ongoing from and after the effective date of the proposal through the termination date thereof. Accordingly, the Respondent shall have an obligation to inform Cumberland County if, at any time during the term of the proposal, it becomes delinquent in the payment of taxes, or other Commonwealth or Cumberland County obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen calendar (15) days of the date of suspension or debarment. The failure of the Respondent to notify Cumberland County of its suspension or debarment by the Commonwealth, any

other local, state, or the federal government shall constitute an event of default of the proposal with Cumberland County. The selected Respondent will be the sole point of contact concerning all contractual matters for the duration of the contract term. All members of a delivery team shall certify to this requirement.

2.2 Information Provided by Cumberland County

- 2.2.1 Respondents are solely responsible for conducting their own independent research, due diligence, or other work necessary for the preparation of responses, negotiation of contracts, and the subsequent delivery of services pursuant to any contract. The County of Cumberland takes no responsibility for the completeness or the accuracy of any information presented in the RFP or otherwise distributed or made available during this selection process or during the term of any subsequent contract.

2.3 Questions and Addenda

- 2.3.1 All questions regarding this RFP shall be directed to Ted Wise via email at twise@ccpa.net.
- 2.3.2 If it becomes necessary to revise any part of this RFP, an amendment will be posted on the County's website at www.ccpa.net. It shall be the sole responsibility of Respondents to check for any amendments to the RFP that may be issued by the County.

2.4 Submittal of Responses

- 2.4.1 Responses must be received by the Cumberland County Solicitor's Office by 3:00 p.m. prevailing time on Friday, February 5, 2010. Responses received after that time will not be accepted. The response shall be enclosed in a sealed envelope clearly labeled as "911 Project Management, Facility Transition Planning and Consulting Services". The original and three (3) for a total of four (4) copies of the response shall be submitted. All responses shall be submitted by mail or hand delivered to:

Office of the Solicitor
One Courthouse Square, Room 208
Carlisle, PA 17013

- 2.4.2 Responses **will not** be accepted by facsimile or email.
- 2.4.3 Responses shall not be open for public inspection except if required by law.
- 2.4.4 After opening of the responses, a Respondent may not correct, modify, or withdraw the price or any other provision of its response in a manner prejudicial to the interests of the County or fair competition. The County of Cumberland may waive minor informalities or allow the Respondent to correct them.

2.5 Respondent's Responsibilities

- 2.5.1 At the time of the opening of response, it will be presumed that each Respondent has read and is thoroughly familiar with the scope of services to be performed under this RFP.
- 2.5.2 The Respondent agrees that, if a contract is executed with the County of Cumberland, the Respondent shall make no claim against the County because of any estimate or statement made by any employees, agents, or consultants of the County which may prove to be erroneous in any respect.

2.6 Basis of Procurement

- 2.6.1 This RFP and any contract(s) that may result shall be in accordance with appropriate laws, ordinances, and regulations of the United States Government and the Commonwealth of Pennsylvania.

3.1 Scope of Services

A. General Requirements

The Cumberland County Department of Public Safety (DPS) solicits proposals from qualified consultants to support the DPS in project management, procurement support, vendor coordination, transition planning and knowledge in the transfer of technical subsystems and general consultation services in bringing the new Cumberland County Public Safety Building (PSB) on line in early 2011.

B. Overview

Cumberland County is building a new Public Safety Building to house its Emergency Management Division and Emergency Operations Center (EOC), and the Public Safety Communications Division with 24/7 9-1-1 call center. The overall project has two major components: construction of the physical facility (overseen by the County's Construction Project Manager), and provisioning and installation of the complex technical subsystems that support the major operational missions. The County seeks professional assistance for the second component.

The County requires a professional consultant that has experience in coordinating a variety of technical, operational, information and communications activities to assure a timely and successful transition from its the current operations center to the new Public Safety Building.

The Consultant selected will:

- Assist in the development and execution of a communications plan to enhance coordination with all subsystem vendors, DPS operational personnel, the Construction Project Manager, the facility construction team, and the public.
- Provide support to the DPS staff by assisting in the development of a detailed transition plan to guide the relocation of the EOC and 9-1-1 Center that minimizes any impact on critical operational services to the public and emergency response personnel. Key players, action items, timelines, associated costs, risks, and contingency planning elements will be identified and evaluated to prepare for transition of operations.
- Assist the County in implementing the transition plan.
- Assist the County in procurement operations.
- Insure connectivity and integration of subsystems are compatible and complete.
- Provide project management support including contract compliance, vendor coordination, effective design execution, timely scheduling and completion of tasks, and inventory certification.
- Work closely with the County to assure system implementation is coordinated with all facets of the construction of the PSB and related facility infrastructure.
- Assist the County and subsystem vendors in developing, staging, and documenting functional, reliability, and acceptance testing.
- Oversee vendor training plans.
- Attend project meetings as required and confer with County staff to review project status.
- Support County staff as required.

C. Specific Tasks:

1. Communications Transition Plan: Consultant will assist the County in the development and implementation of a Plan for the Relocation of Communications involving and addressing all subsystem vendors, DPS operational personnel, the Construction Project Manager, the facility construction team, and the public. It will minimally include:

- a. Stakeholder Definition
- b. Project background and definition
- c. Progress Updates
- d. Scheduling
- e. Stakeholder assignment and accountability

Consultant will assist the County in the development of a detailed transition plan to guide the relocation of the EOC and 9-1-1 Center to minimize impact on critical operational services to the public and emergency response personnel. The following subtasks cover plan development, maintenance and implementation. These subtasks also address plan and process coordination among the parallel efforts of facility, technology, operations and staff. Actual scheduling of these subtasks is based on priority, staff availability and overall construction timeline.

- a. Develop a master Transition Plan outline. This outline will identify, define, correlate, and/or prioritize the phases and associated tasks of the overall process.

It will also serve as groundwork for future iterations of the plan(s).

- b. Develop and maintain the physical relocation/migration plan and schedule for personnel and operations.
- c. Determine order and priority, criteria to base go/no-go decisions, migration process and acclimation, pre- and post-cutover support and activities.
- d. Maintain schedules, noting milestones/benchmarks, managing risk factors and resources.
- e. Coordinate scheduling of network convergence, systems procurement and implementation, facility infrastructure and service providers within the overall transition schedule for the facility.

The Transition Plan development process requires the above tasks to be prioritized, scheduled and carried out in accordance with the overall goal date for cutover in as early as January 2011. Aligning the Transition Plan and process with the facility construction schedule is critical to the success of the project; therefore, Consultant includes the construction schedule in the baseline schedule for the entire consolidation process.

2. Procurement Operations: Consultant will support County procurement processes for sub systems by providing technical assistance in system descriptions, to include product or service specification, and technical product research as requested.

3. Project management: Consultant will act as the County's project manager for scheduling, installation, integration, training, testing and acceptance of the DPS building component systems.

- a. Consultant provides project management for vendor coordination with respect to timing, reception, temporary storage, installation, integration and acceptance of procured systems. Consultant submits progress reports as requested.
- b. Consultant prepares and monitors "punch lists" for the County identifying issues and problems that need to be resolved. With any project of this nature, issues are confronted during implementation that will need resolution before systems/equipment can be tested and/or accepted. Consultant identifies and tracks these issues for the County as a means of providing an accurate status of the project's progress and potential delays. These "punch lists" help drive periodic status meetings during the project. Consultant conducts a final on-site punch list review and sign-off to indicate that documented deficiencies for each system have been corrected.
- c. Consultant assists the County staff to develop program operations migration strategies for implementation of the new systems to attain full functionality with minimal impact upon operations. The migration plans will incorporate human, technology, and operational factors to maintain delivery of service to the public and emergency providers.

In all phases of this project, Consultant works closely with the DPS Staff and the County to minimize any negative impact upon the system stakeholders.

d. Consultant assists the County staff with the development and review of subsystem connectivity of all appropriate compatible components. Full integration and connectivity are critical to the operations of the system components.

4. Test and Acceptance: Consultant works with the County in developing, staging, and documenting formal functional, reliability, and acceptance testing for system implementation and integration of subsystems.

- a. Consultant evaluates vendor proposals and makes recommendations for the process of system acceptance testing and works with vendors to schedule and perform acceptance tests.
- b. Consultant assists the County in establishing local testing of project components leading to acceptance for each of the subsystems. System reviews are conducted utilizing agreed upon performance-based criteria.
- c. Consultant documents test results and recommends system acceptance to the County when all specification requirements are satisfied and all known deficiencies have been addressed. The recommendation for system acceptance is delivered as a letter, and a formal presentation will be delivered to the County that documents the status of the project and makes the appropriate recommendations.

5. Other Services: Consultant attends meetings, provides reports, represents DPS, and provides other technical support as required.

4.1 Proposal Format

A. Cover letter

Introduce your firm and summarize your proposal. Describe your understanding of the project and your general approach to responding to the County's requirements. Include the name and number of your firm's contact for all actions regarding this proposal.

B. Company Information

- Full name and address of the company and year founded.
- Legal status of company and tax identification number
- Names of subsidiaries of parent company if applicable.
- Legal and business relationships with telecom, 9-1-1 call center, and network equipment and service providers.
- Resume of proposed vendor Principal responsible for this project with expertise and years of service as well as other individuals on the team. Please include their titles, contact numbers, and email addresses. Please note that personnel proposed in a response are expected to work on this project. In the event of substitution due to extraordinary circumstances, proposed replacements will have to be approved by the County.

C. Project Description and Timeline

Explain in detail how you propose to address, support and complete the Tasks as outlines in the Specific Tasks 1-5. Additionally identify, with justification, any other tasks or requirements that may have been omitted or that need to be added based on your experience.

D. Project Cost Information

Please provide a best estimate for costs for each Specific Task listed.

E. Similar Projects and References

Please include brief descriptions of similar work performed, including dates, contact names, and phone numbers.

5.1 Proposal Evaluation

Proposals will be evaluated by the County based on the following criteria.

- Experience of key personnel
- Documented success in similar projects
- Proposal cost with payment schedule included
- Understanding of County goals
- References

ATTACHMENT "1"

CONTRACT FOR PROFESSIONAL SERVICES

(sample)

THIS AGREEMENT is made and entered this _____ day of _____, 2010, by and between the County of Cumberland, a Pennsylvania 4th class county with offices at 1 Courthouse Square, Carlisle, Pennsylvania (herein, "County"), and _____ of _____ (herein, "Provider").

In consideration of the mutual agreements contained herein, the parties, intending to be legally bound, agree as follows:

1. NATURE OF PROFESSIONAL SERVICES.

- A. County desires to purchase professional services for the [state nature of job or services], which services shall utilize the professional expertise of Provider.
- B. Provider agrees to accept such undertaking and to perform all services described in Paragraph 2 hereof in a professional and expert manner, using its specialized expertise. Provider represents that it has the professional qualifications and special expertise necessary to perform the services required hereunder.
- C. In the performance of its professional services hereunder, Provider shall, at all times, be considered an independent contractor and not an employee of County, and shall determine its own methods of operation in accomplishing the tasks assigned, subject only to the requirements set forth herein that said work be performed in a professionally expert manner within the time period required for performance of the services described in Paragraph 2 hereof. Time shall be of the essence of this agreement.
- D. For purposes of this agreement the term "Provider" shall be deemed to include each of Provider's employees and agents who provide services hereunder, and each of said persons shall perform services in the manner set forth in this contract.

2. SCOPE OF PROFESSIONAL SERVICES. Provider shall perform and complete all work and services required pursuant to the "Scope of Services" attached hereto as Exhibit "A," which exhibit is incorporated herein and made a part hereof. The services identified and described in Exhibit "A" shall be performed within the time set forth therein and shall be rendered in a professionally expert manner in full compliance with all federal and state laws, statutes and ordinances, and further in compliance with all applicable standards of professional conduct and competence.

3. PROVIDER'S FEE AND SCHEDULE OF PAYMENTS. County agrees to pay Provider as full consideration for the work to be performed by Provider hereunder, the consideration in the amount and the manner set forth on Exhibit "B," attached hereto, incorporated herein and made a part hereof. The consideration set forth in Exhibit "B" represents full payment for all services to be performed by Provider, its officers, principals, employees, agents, contractors and subcontractors. Unless otherwise stated, any and all costs, expenses or other charges normally considered as "out-of-pocket" expenses shall be the responsibility of Provider and County shall not be obligated to pay any amount in excess of the contract price.

4. SPECIAL CONDITIONS.

- A. To assist Provider in the performance of the services required hereunder, County shall provide the following documents at the time of execution of this agreement:
 - (1) [Itemize any documents or delete this subparagraph].
- B. The following individuals shall be principally and substantially involved in the performance of services required under this contract.
- C. Any work performed outside of, or in addition to, the scope of services identified in Exhibit "A" must be authorized in advance in writing by the County. No such additional work shall be authorized until Provider has submitted a written proposal specifying the work to be performed and a fixed additional fee for the performance of said additional work.
- D. From and after the date of this agreement, all services, work and performances required of Provider shall be deemed to be of a confidential nature and no information regarding the same shall be released by Provider to any other person, entity, firm, company or news media, except upon the express authorization of the County.
- E. Upon completion, all studies, documents and data (electronic or otherwise) required to be provided by Provider under this agreement shall be and remain the property of County. Provider shall not use, furnish or provide any study, report or data prepared hereunder for or to any other private or public person, entity, firm, association, corporation or governmental agency or body whatsoever.
- F. Provider agrees to indemnify and save harmless the County, its elected and appointed officials and employees, from and against any damage, liability, loss, deficiency, claim or other expense (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action or proceeding) arising out of the performance or failure to perform

of any requirement, term, condition or service hereunder on the part of Provider, its officers, principals, agents, employees, contractors and/or subcontractors, or anyone acting on its behalf, to be performed or observed. In every instance where Provider shall have notice that any claim or demand whatsoever exists or has been asserted or is threatened, which would constitute a claim or demand hereunder to be indemnified by Provider, Provider shall promptly notify County of all of the facts within its knowledge with respect to such claim or demand.

- G. Provider agrees to indemnify and save the County harmless from any loss or expense, including County's attorneys fees, incurred by the County in the enforcement of any provision of this agreement, including subparagraph F of this Paragraph.

5. INSURANCE REQUIREMENTS. Provider shall maintain policies of general and professional liability insurance covering its relationship to County and all services provided hereunder. Such policies shall insure against any and all claims arising directly or indirectly under this Agreement and the services to be provided by Contractor. Such insurances shall be in minimum limits not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate. Such policies shall be maintained in effect for the duration of the term of this Agreement and for two years following the termination of the Agreement. Certificates of insurance and renewals shall be provided to County. Provider shall also maintain policies of workers compensation and other insurances of types and coverage consistent with industry standards.

6. NONDISCRIMINATION. Provider shall provide services hereunder without regard to race, ancestry, color, religious creed, age, sex, diagnosis, handicap, disability, national origin, sexual orientation or other category protected by law.

7. CONTRACTOR INTEGRITY PROVISIONS.

- A. For purposes of this Paragraph only, the words "confidential information," "consent," "financial interest," "gratuity" and "Provider," shall have the following definitions.

- (1) Confidential information means information that is not public knowledge or available to the public on request, disclosure of which would give an unfair unethical or illegal advantage to another desiring to contract with the County.
- (2) Consent means written permission signed by a duly authorized officer or employee of the County, provided that where the material facts have been disclosed in writing by prequalification, bid, proposal or contractual terms, the County shall be deemed to have consented by virtue of execution of this agreement.

- (3) Financial interest means
 - (a) Ownership of more than a five percent interest in any business or
 - (b) Holding a position as an officer, director, trustee, partner, employee, or the like or holding any position of management.
- (4) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment or contracts of any kind.
- (5) Provider means the individual or entity that has entered into the Contract with the County, including directors, officers, partners, managers, key employees and owners of more than a five percent interest.
- B. The Provider shall maintain the highest standards of integrity in the performance of the Contract and shall take no action in violation of local, state or federal laws, regulations or other requirements that govern contracting with the County.
- C. The Provider shall not disclose to others any confidential information gained by virtue of the Contract.
- D. The Provider shall not, in connection with this or any other agreement with the County, directly or indirectly, offer, confer or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any officer or employee of the County.
- E. The Provider shall not, in connection with this or any other agreement with the County, directly or indirectly offer, give, or agree or promise to give to anyone any gratuity for the benefit of, or at the direction or request of, any officer or employee of the County.
- F. Except with the consent of the County, neither the Provider nor anyone in privity with him or her shall accept, or agree to accept from, or give, or agree to give to, any person, any gratuity from any person in connection with the performance of work under the Contract except as provided therein.
- G. Except with the consent of the County, the Provider shall not have a financial interest in any other Provider, subcontractor or supplier providing services labor or material on this project.
- H. The Provider, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the County in writing.

- I. The Provider acknowledges the following County Gift Policy. No County employee or official, any member of his immediate family or any business in which he has a principal interest, shall accept any gift, gratuity or favor from any source doing or seeking to do business with the County or attempting to influence the judgment of such employee or official. Except as otherwise prohibited by law, the foregoing shall not prohibit any office or department from accepting any gift, gratuity or favor of a fair market value (regardless of cost to the donor) of one hundred (\$100.00) dollars or less, provided the gift, gratuity or favor shall be physically retained in the office or department and made available for the use or enjoyment of all employees of the office or department, and provided further, only one such gift from the same donor may be accepted annually. Any offer to an office or department of a gift, gratuity or favor of a fair market value in excess of one hundred (\$100.00) dollars shall be referred to the Board of Commissioners which shall determine at a public meeting whether to accept or reject such gift, gratuity or favor on behalf of the County.
- J. The Provider, by execution of the Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- K. For violation of any of the above provisions, the County may terminate this and any other agreement with the Provider, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Provider to complete performance hereunder and debar and suspend the Provider from doing business with the County. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the County may have under law, statute, regulation or otherwise.

8. NOTICES. Any notice, request, demand or other communication required or permitted to be given under this agreement shall be sufficient if in writing and if delivered personally, or sent by certified or registered mail as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

If to County:

Chief Operating Officer
1 Courthouse Square
Carlisle, PA 17013

If to Provider:

Any such notice shall be deemed to be given on the date delivered or mailed in the manner provided above.

9. DEFAULT. In addition to the failure of Provider to perform any term, condition or requirement set forth herein, the following events shall be deemed to be a default on the part of Provider under this agreement:

- A. Failure to perform in a timely manner.
- B. Failure to satisfy any conditions within Provider's control.
- C. Becoming insolvent.
- D. Voluntary or involuntary entry into bankruptcy.
- E. Failure to obtain dismissal of involuntary bankruptcy in a prompt manner.
- F. Failure to provide indemnification as required hereunder.
- G. The seeking of appointment of a receiver, custodian, trustee or similar official or acquiescence in such action against Provider.
- H. The making of a general assignment for the benefit of creditors.
- I. The commencing of liquidation or dissolution of Provider's entity.
- J. A substantial change of control of the ownership of Provider.
- K. Committing misrepresentation, fraud or breach of any other provision in the agreement.
- J. Allowing attachment or seizure of any assets or property owned by Provider pursuant to judicial or other official order.
- M. Failure to perform the services in a professional manner according to the standard of care required of persons holding expertise.
- N. Any other default judicially or statutorily recognized under the laws of the Commonwealth of Pennsylvania or the United States.

10. REMEDIES. Upon the occurrence of a default by Provider, the County shall be entitled to exercise any or all remedies available at law, in equity, or otherwise, each such remedy being considered cumulative. No single exercise of a remedy by County shall be deemed an election to forgo any other remedy and any failure by County to pursue a remedy shall not prevent, restrict or otherwise modify its exercise subsequently. Further, the Provider

shall be required to pay any and all attorneys fees and costs incurred by the County in exercising its rights under this agreement. Upon the occurrence of a default by County, the Provider's sole

remedy shall be to recover the cost of its work performed to the date of the breach, calculated at its usual and customary hourly rates for the various disciplines and levels of expertise of the persons performing services hereunder.

11. VALIDITY. If for any reason any provision of this agreement shall be determined to be invalid or unenforceable, the validity and effect of the other provisions shall not be affected.

12. WAIVER OF BREACH. The waiver by County of a breach of any provision of this agreement by Provider shall not operate, or be construed, as a waiver of any other breach by Provider.

13. TERMINATION BY COUNTY. The County shall have the right to terminate this agreement for its own convenience, with or without cause, upon providing five (5) business days prior written notice to Provider. This agreement shall terminate immediately upon: (1) any breach hereof by Provider, or (2) upon the sale, dissolution, reorganization or other change in the present ownership of Provider whereby there is a substantial change in the ownership or control of Provider by the present principals, or (3) upon the voluntary or involuntary filing of bankruptcy by Provider.

14. ASSIGNMENT. Provider may not assign this agreement, or its rights or duties set forth herein, without the prior written consent of County, which consent may be withheld by County in its sole discretion.

15. APPLICABLE LAW AND VENUE. This agreement shall be construed and enforced pursuant to the laws of the Commonwealth of Pennsylvania. The parties agree that the exclusive venue for litigating claims hereunder shall be vested in the Court of Common Pleas of Cumberland County and the Pennsylvania appellate courts.

16. ENTIRE AGREEMENT. This agreement, together with the attached exhibits, represents the entire understanding of the parties. There are no other outstanding agreements, provisions or terms. This agreement may not be amended except by a writing signed by both parties.

17. AUTHORITY TO ACT AND EXECUTE AGREEMENT. _____, being the _____ of Provider, hereby represents that he/she has full authority to act on behalf of Provider as to all matters hereunder and is authorized to execute this agreement on Provider's behalf.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first above written.

ATTEST:

COUNTY OF CUMBERLAND

Dennis Marion, Chief Clerk

Gary Eichelberger, Chairman

Richard L. Rovegno, Vice-Chairman

Barbara B. Cross, Secretary

ATTEST:

PROVIDER:
