

REQUEST FOR PROPOSALS

FOR

FREELANCE WEBSITE EDITOR FOR CUMBERLAND COUNTY

The County of Cumberland, a county of the third class, is accepting sealed proposals from qualified freelance Website Editors for Cumberland County.

The responding individuals, if ultimately selected, will be deemed to be independent contractors and not employees of Cumberland County.

An original and two (2) copies for a total of three (3) counterparts of the sealed proposal must be clearly labeled "Freelance Website Editor for Cumberland County" and submitted to the County not later than 4:00 p.m. on Thursday, September 28, 2017, at:

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

**REQUEST FOR PROPOSALS (RFP)
FOR
FREELANCE SOCIAL MEDIA SPECIALIST FOR CUMBERLAND COUNTY**

SECTION 1. BACKGROUND

1.1 General Background

Cumberland County is a third class county located in South Central Pennsylvania with principal offices in Carlisle, PA.

The County seeks to receive proposals from qualified individuals to manage the County website.

SECTION 2. REQUIREMENTS

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 County of Cumberland reserves the right to accept more than one proposal for services, as may be determined to be in the best interest of the County.
- 2.1.13 Any contract that may result from this RFP is subject to the approval of the Cumberland County Board of Commissioners and its Solicitor and is effective only upon their approval.
- 2.1.14 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.
- 2.1.15 Any response may be withdrawn in writing prior to the date and time set for receipt of responses.
- 2.1.16 The Respondent must certify, in writing to be included with its proposal, that as of the date of its execution of its proposal, it has no outstanding 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.

- 2.1.17 The individual selected shall be required to carry professional liability insurance in limits not less than \$1,000,000/\$3,000,000 during the term of the contract and for a period of two years after termination.
- 2.1.18 COUNTY GIFT POLICY. Cumberland County officials have adopted a uniform gift policy applicable to all County officials and employees. This policy prohibits any official or employee from receiving a gift of any monetary value from any source doing or seeking to do business with the County or attempting to influence the judgment of an official or employee. Further, no gifts may be made for or on behalf of the County or any of its offices or departments, unless first presented to the Board of Commissioners for decline or acceptance at a public meeting. Bidders or proposers are advised that any violation of this policy may result in employee discipline, including termination. By tendering this submission, the bidder or proposer agrees to abstain from offering or giving anything of monetary value to any County official, employee or member of their immediate families.

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 Rachel Bryson, Director Communications, 717-218-2915 or via email at rbryson@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 4:00 p.m. prevailing time on Thursday, September 28, 2017. Responses received after that time will not be accepted. The response shall be enclosed in a sealed envelope clearly labeled as "Freelance Website Editor for Cumberland County". The original and two (2) for a total of three (3) 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.
- 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.
- 2.5.3 BY THE SUBMISSION OF A BID, EACH RESPONDENT ACCEPTS AND AGREES TO BE BOUND BY THE CUMBERLAND COUNTY CONTRACT FOR PROFESSIONAL SERVICES. A copy of the document is included with this bid invitation. Under no circumstance will the County accept, agree to negotiate, or be bound by any modifications or revisions to the provisions of these documents. The Cumberland County Professional Services Contract shall be executed by the successful bidder.

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.

SECTION 3. SCOPE OF WORK

3.1 Primary Duties

- Proposed changes to page must be written in a Word document and approved by the Communications Director before any work can begin.
- Must be written in Associated Press (AP) style

- Must be submitted as a Word or other text document compatible with Microsoft Word
- Plan should also clearly indicate what visual elements are needed and from where they will come.
- Assignments will be on a first come, first serve basis
- Any individual assignments must be accepted or declined within 12 hours
- Contractor has one week from time assignment is accepted to submit final proposal.
- A total of three (3) re-writes will be allowed for the proposal.
- Once approved, contractor has a total of three days to make the updates to the County website.
- Final product must be submitted to the Cumberland County Communications Director
- If complications arise and an assignment is not able to be completed, the Communications Director must be informed ASAP
- Payment will only be issued for completed assignments
- Freelances are responsible for completing all assignments using their own equipment
- Training on how to access and update the County's website will be provided within ?? days from date of contract approval.

SECTION 4. PROPOSAL

4.1 General Format

4.1.1 The Respondent proposals shall include, but not be limited to, the following items:

- A Resume outlining relevant experience. Resumes should be limited to no more than two (2) pages.
- Brief reference list of other organizations including point of contact names, telephone numbers, and email address served by the individual for similar projects.
- Examples of Website work.

SECTION 5. PROPOSAL EVALUATION CRITERIA

5.1 Evaluation Criteria

5.1.1 Proposal shall be examined first for completeness and any responses that are deemed incomplete in any material respect by the County may not be given further consideration.

5.1.2 Proposals that in the sole judgment of the County meet the qualification criteria will be evaluated by the Cumberland County Commissioners in consultation with the department head and the County Solicitor.

5.1.3 All responses will be evaluated based on the availability, professional expertise and the experience of the individual, cost of the proposed services, methods and procedures to be used, past performance and any other criteria deemed pertinent by the County in its sole discretion.

SECTION 6. SELECTION AND CONTRACT NEGOTIATIONS

6.1 Selection

6.1.1 Once the County has reviewed all responses, at its sole discretion, Cumberland County may choose a respondent to perform the designated services. In addition, the County may interview any bidder prior to awarding the successful vendor.

6.1.2 A written notice from the County will be sent to the successful vendor notifying them that they have been selected. Unsuccessful vendors will also be notified in writing.

BID FORM

TO THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS:

I provide the following in response to the Request for Proposal for a freelance Website Editor for Cumberland County:

\$ _____ per hour

DATE:

SUBMITTED BY:

Name

Address

Telephone Number

“EXHIBIT A”

CONTRACT FOR PROFESSIONAL SERVICES

(Sample)

THIS AGREEMENT is made and entered this _____ day of _____, 2017, by and between the County of Cumberland, a Pennsylvania 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. TERM OF CONTRACT. The term of this Contract shall commence on _____ and shall expire on _____ thereafter unless extended by the County. Following execution of the Contract, Provider shall proceed diligently with all services and shall perform such services with qualified personnel.

5. CONTRACT DOCUMENTS. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:

- A. This Contract and all attachments.
- B.
- C.

6. RIGHT-TO KNOW LAW. The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101, *et seq.*, applies to this Contract. In the event the County receives a right-to-know request related to this Contract and the requested document(s) is/are in the Provider's possession, the County will notify the Provider that it requires the Provider's assistance in providing the document(s) or otherwise responding to the request. Within fourteen (14) calendar days after notice from the County, the Provider shall provide the County access to, and copies of, any document or information in the Provider's possession which properly respond to the request ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Provider fails to provide the Requested Information within fourteen (14) calendar days after receipt of such notice, the Provider shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur as a result of the Provider's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. Provider agrees not to challenge the County's decision to deem the Requested Information a Public Record. If the Provider considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Provider will immediately notify the County, and will provide, within seven calendar days of receiving the notice, a written statement signed by a representative of the Provider explaining why the requested material is exempt from public disclosure under the RTKL. If, upon review of the Provider's written statement, the

County still decides to provide the Requested Information, Provider will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Provider for any costs associated with complying with this provision only to the extent allowed under the County's fee schedule and as authorized by law.

Provider agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Provider agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. Provider's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Provider has Requested Information in its possession.

7. SPECIAL CONDITIONS.

- A. The following individual shall be principally and substantially involved in the performance of services required under this agreement:
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.

8. 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. Provider's professional liability insurance policy 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.

9. 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.

10. 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.

11. 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.

12. DISBARMENT AND SUSPENSION. The Provider certifies, for itself and all its subcontractors, that as of the date of its execution of this agreement, that neither the Provider nor any subcontractors are under suspension or debarment by the County, the state, the federal government, any governmental entity, instrumentality or authority and, if the Provider cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made. The Provider's obligations pursuant to these provisions are ongoing from and after the effective date of the agreement through the termination date thereof. Accordingly, the Provider shall have an obligation to inform the County if, at any time during the term of the agreement, it or any of its subcontractors are suspended or debarred by the County, the state or federal governments, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment. The failure of the Provider to notify the County of its suspension or debarment by the County, the state, any other state or the federal government shall constitute on event of default of the agreement with the County.

13. 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.
- L. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

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

ATTEST:

COUNTY OF CUMBERLAND

Chief Clerk

Vincent T. DiFilippo, Chairman

Jim Hertzler, Vice-Chairman

Gary Eichelberger, Secretary

ATTEST:

PROVIDER:
