

**Wicomico County Purchasing Department  
125 N. Division Street, Room B-3  
Salisbury, Maryland 21801**



**REQUEST FOR PROPOSAL**

**PROJECT:** Mobile Meals FY20

**DEPARTMENT:** Wicomico Partnership for Families and Children

**VENDOR:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL OPENING:**

**DATE:** Friday, July 19, 2019

**TIME:** 2:30PM

## Summary

Wicomico Partnership for Families and Children with funding from the Governor's Office for Children has allocated funding for the Mobile Meals program. The initiative's main goals are to reduce childhood hunger and to empower families to make choices based on nutritional value while educating families about the importance of food budgeting and nutrition. Wicomico Partnerships for Families and Children of Wicomico County is issuing a request for proposals to perform the following work:

## Mobile Meals

<u>Announcement Date:</u>	Wednesday, June 26, 2019
<u>Proposal Due Date:</u>	Friday, July 19, 2019
<u>Funding Level:</u>	Up to \$115,416.00
<u>Contract Period:</u>	July 1, 2019 to June 30, 2020
<u>Eligibility:</u>	Any licensed, certified or incorporated agency, professional individual with a specialization or organization, public or private, who can demonstrate the ability to successfully carry out the project, is eligible to apply. Experience, credibility, and accountability within the specialized field must be demonstrated.
<u>Submission Instructions:</u>	<b><u>Wicomico County requires all proposals to be sealed. Proposals are to be received no later than the date listed above by 2:30 PM at Wicomico Purchasing Department located at 125 N. Division St., Room B-3, Salisbury MD, 21801. Include one original with 4 copies. As well as an electronic copy provided on a flash drive.</u></b>
<u>Deliverables:</u>	All items listed under Proposal Content, Excel Budget Sheet, Resumes and Job Descriptions.
<u>Strategic Goal:</u>	Reducing Childhood Hunger
<u>Result Area:</u>	Families are Safe and Economically Stable
<u>Indicator:</u>	Hunger
<u>Point of Contact:</u>	Nicholas Rice Wicomico Purchasing Department 125 N. Division St. Room B-3 Salisbury, MD 21801 <a href="mailto:purchasing@wicomicocounty.org">purchasing@wicomicocounty.org</a> Phone: 410-548-4805
<u>Questions:</u>	Please direct questions to point of contact, above. Email preferred. All questions will be answered in writing and delivered to any party that may be submitting a proposal.
<u>RECOMMENDATIONS:</u>	If you are considering submitting a response to the RFP, please advise our office so that we can send you updates and other information as necessary.

**Wicomico County Local Management Board  
Wicomico Partnerships for Families and Children**

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**Request for Proposals:**

**Organization Name:**

**Office/Department/Unit (if applicable):**

**Project Name (if different):**

**Address:**

**City:**

**State:**

**ZIP:**

**Federal Employee Identification Number (FEIN):**

**Amount Requested:**

**Matching Funds: (If applicable)**

Personnel	Name	Phone Number	Email
Administrative Organization Director:			
Project Manager:			
Project Finance Manager:			

Complete each line under personnel, if one person is in multiple roles list them individually in each row. Do not leave information blank or write "same as".

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**Authorizing Signatures** *In submitting this application, applicants agree to abide by all terms of the WPFC General Grant Conditions as well as the terms of the Special Conditions for FY2020 set forth by this award.*

This grant application has been approved and is authorized for submission by:

**Director/Administrative Authority:**

**Financial Authority:**

<i>Printed Name</i>	<i>Printed Name</i>
<i>Title</i>	<i>Title</i>

<i>Signature</i>		<i>Date</i>	<i>Signature</i>		<i>Date</i>
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**Please submit your application in a PDF document after signing, with Excel Budget sheet attached separately, submit your application on a flash drive as well as five (5) hard copies (one original and four copies) delivered and date stamped at the address on the application by the stated deadline.**

## A. Discussion of Priority Area and selected Evidence Based Practice

The first goal of this program is to provide food to food insecure families with children in Wicomico County on weekends, professional days, and during holidays when the schools cannot provide the students with meals by delivering meals to the families' homes or giving them out to children at an Out of School Time program. The second goal of the program is to provide knowledge and resources to the families by providing cooking classes and pop-up community events which utilize the Cooking Matters Curriculum. The Cooking Matters Curriculum which is free to access and provides families information about keeping a balanced food budget and making food which is bought stretch for a longer amount of time, without sacrificing meals. These classes will not only provide families with knowledge they can utilize at home, but also provide parents and children an opportunity to bond over an activity.

## B. Staffing Requirements\*

1. Food Security Specialist: The position that provides direction, program supervision and required educational lessons or services may be filled by an appropriately-trained, experienced professional or paraprofessional.
2. Assistant Program Specialist: This position will be responsible for placing food orders with the Maryland Food Bank and other outside food vendors.
3. Food Deliverer(s): This position will be responsible for packing and delivering food to children's homes or other sites. This requires a valid Driver's License.

\*One person can hold multiple positions as long as they are qualified for all responsibilities

## C. Scope of Work

1. Provide meals to identified students on weekends, professional days, and school holidays. For holidays, specifically the weeks during the summer when the Wicomico Board of Education's summer meal program is not active. Meals will be provided to a **minimum** of three school catchment areas: Pittsville Elementary, Westside Intermediate, and West Salisbury Elementary.
2. Provide at least one cooking class per quarter to participating students' families utilizing the Cooking Matters Curriculum.
3. Provide at least two pop-up community events during summer months and provide information about nutrition and food budgeting.
4. Program Director and program staff have extensive training in their field.
5. Compose a Race Equity policy for the program.
6. Background checks will be maintained by program for all staff/volunteers working with children.
7. Staff representing the organization will attend all mandatory meetings and trainings offered by WPFC.
8. Partner with Wicomico County entities as needed to ensure youth/families receive the services they need. Specifically:
  - a. Out of School Time programs and sites to assist in identifying and connecting with families who are experiencing food insecurity.
  - b. Care at New Transitions in order to provide navigation services to families in order to meet any other needs the family may have.

- c. The Wicomico County Board of Education in order to connect with families who are food insecure as identified by school staff.
- 9. Utilization of a data matrix for data collection.
- 10. An audit of the previous year financials is required.
  - a. A complete waiver from the audit requirement may be requested by February 1, 2020 **or**
  - b. A waiver to perform a financial review in lieu of an audit may be requested by February 1, 2020 **or**
  - c. A waiver of the agreed upon procedures may be requested by February 1, 2020.
- 11. A budget modification or request for modification in expenditures must be submitted and approved by the Director of Wicomico Partnership for Families and Children for proposed changes in the following categories and/or line items, unless otherwise specified in the Memorandum of Understanding, whenever:
  - a. The vendor needs to make any personnel line item change
  - b. Budget modifications in any other category do not require a written budget modification; however a written request for modifications in expenditures must be submitted. Approval is required before changes in expenditures can be made.

#### **D. Format**

- a) All proposals must be double spaced, 12pt. font and must use one-inch margins throughout. Proposal should be ordered according to the prescribed convention. Proposals that fail to meet these requirements will be rejected.
- b) The proposal and all copies should be on standard size (8½” x 11”) paper of regular weight.

#### **E. Proposal Content**

- a) COVER PAGE
- b) ABSTRACT (not to exceed 250 words) Should be a summary overview of the applicant’s total grant proposal
- c) ORGANIZATIONAL CAPACITY (not to exceed 2 pages) Provide a brief overview of the history relative history of the applicant relating to the specific focus of the experience and capability. Describe any experiences that demonstrate an ability to attain the objectives of the RFP
- d) NARRATIVE (Not to exceed 10 pages) The Narrative is your opportunity to convince the review panel that your project is sound and deserves to receive funding. The Narrative must be succinct and clear. The review panel needs to understand quickly and easily the components of your project and how they work together to address the requirements of this request.
  - a. Avoid jargon and define all acronyms.
  - b. Proofread the narrative once it is complete.
  - c. Check for style inconsistencies, redundancies, factual omissions, and unexplained assumptions.

- d. A good strategy is to let someone unfamiliar with the project read and critique the proposal before you submit it; be as detailed as possible.
- e. Experience, credibility, and accountability must be demonstrated.
- f. The narrative justifies and describes the proposed site to be implemented based around the aforementioned requirements.
- g. Demonstrate knowledge of evidence-based methods or best practices.
- h. THE NARRATIVE SHOULD ADDRESS THE FOLLOWING:
  - i. A description of how each item under Section C. Scope of Work, will be addressed
  - ii. Clearly defined objectives
  - iii. Recruitment plan for the target population(s)
  - iv. Explanation of what curriculum/best practices will be used
  - v. Demonstrate commitment to and understanding of confidentiality and how it will be maintained
  - vi. Explain how the mandatory Performance Measures (attached under section F. Evaluation) will be collected
  - vii. Add any additional measures the program will collect and how they will be collected **or** a statement that no additional measures will be collected
  - viii. Quality Assurance Mechanism(s)
  - ix. Staff qualifications and credentials (include resumes and/or job description and hiring requirements in appendices)
  - x. Provide a timeline of the program and how the program funds will be expended by the end of the fiscal year.
  - xi. Sustainability, how will this effort continue should funding be cut
  - xii. References Page (Include in appendices)
- e) DETAILED BUDGET (See Section G and attached Excel template)
- f) EXTRA POINTS
  - a. Applicants may earn **up to three extra points** towards their total scores if the proposal addresses one or more of the following (one point for each area addressed):
    - i. Two-Generation Approach: The proposal clearly demonstrates simultaneous interventions directed at both parents and their children/youth.
    - ii. Multi-Lingual: The proposal clearly demonstrates a plan to provide services and resources to non-English speakers.
    - iii. Cash Match/In-Kind: The proposal clearly demonstrates that the vendor has a cash match or in-kind funds which go towards directly supporting the program.

## F. Evaluation

See <http://raguide.org/index-of-questions/> for helpful information on developing performance measures using Results-Based Accountability – you may track other measures, but this chart is limited to one or two headline measures for each of the three areas.

Mandatory Performance Measures Worksheet	
Performance Measure	For Percentages, Indicate the Numerator and Denominator (NUM/DEM)
<b>What/How Much We Do:</b>	
# of families with children received meal delivery (A minimum of 40 children from each school, total of 120 children in FY20)	
# of families with children attending the cooking class	
<b>How Well We Do It:</b>	
% of families who report they are satisfied or above with the information on nutrition and food budgeting after the cooking class	NUM: # of families who report being satisfied or above
	DEN: # of families who complete the survey at the end of the cooking class
% of families who report they are satisfied of higher with the meals delivered	NUM: # of families who report being satisfied or above
	DEN: # of families who receive meals
<b>Is Anyone Better Off?</b>	
% of families who report an increased ability to create a nutritional food budget after attending the cooking class	NUM: # of families who report an increased ability to create a nutritional food budget after attending
	DEN: # of families who complete the survey at the end of the class
% of families who report an increased ability to cook a nutritional meal at home after attending the cooking class	NUM: # of families who report an increased ability to make a nutritional meal after attending
	DEN: # of families who complete the survey at the end of the class

<b>Who will be responsible for gathering the evaluation data for your organization?</b>	
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<b>Describe the process for gathering data for the project.</b>	
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## G. Narrative Budget

Each budget item that is requested in the excel spreadsheet must be itemized in the narrative of this application. Describe what is needed under each category and for what purposes.

**Personnel** This category is reserved for staff that would utilize salary and benefits (health account, taxes, social security).

**Consultants** This category is reserved for staff reimbursements that would not have access to benefits and for service assignments.

**Equip/Software** This category is reserved for direct costs related to this project.

- Supplies** This category is reserved for administrative and project supplies. This category may include office supplies and other for project meetings and trainings.
- Travel/Training** This category is reserved for:
- Mileage (allowable cost is \$.58/mile)
  - Registration Fees, Hotel, etc.
  - One time curriculum/materials fee
- Other Direct Cost** This category is reserved for expenses that do not meet the existing categories. Some examples of “other” may be:
- Administrative fees
  - Liability Insurance – project/time frame specific
  - Room rental fee for project training and activities

**See attached Scoring Rubric sheet in Appendix A and Excel Budget Template in Appendix B.**

#### **H. Grant Awards and Conditions**

The submission of a proposal does not, in any way, guarantee an award. The grants available through this process will be funded as one-time only awards and will be disseminated according to the timeline outlined in this document. Wicomico County Partnerships for Families and Children will notify the applicant of the outcome of the review process. Applicants whose proposals are selected for an award will receive technical assistance from the WPFC as necessary to finalize performance measures and budgets prior to the execution of a formal grant award.

Grant awards will be issued by WPFC and must be fully-executed prior to the disbursement of funds.

The conditions attached outline the basic terms and requirements for the use of funds provided for activities covered by this RFP.

Please see attached Wicomico County, Maryland Standard Terms and Conditions in Exhibit A.

#### **I. Attach:**

1. Proposal Content
2. Excel Budget Completed
3. Resume(s) and/or Job Descriptions



APPENDIX A

WICOMICO PARTNERSHIP FOR FAMILIES AND CHILDREN  
 REQUEST FOR PROPOSALS  
APPLICATION REVIEW AND RECOMMENDATION

Applicant \_\_\_\_\_

Reviewer \_\_\_\_\_

Proposal Application \_\_\_\_\_

Date \_\_\_\_\_

Proposal Content	Range of Points					Actual Points	Comments
	Poor	Weak	Adeq.	Good	Excell.		
1. Abstract <b>(5)</b> <ul style="list-style-type: none"> <li>▪ Does not exceed 250 Words <b>0-1</b></li> <li>▪ Is a summary overview of the applicant's total grant proposal <b>0-4</b></li> </ul>	1	2	3	4	5		
2. Organizational Capacity <b>(10)</b> <ul style="list-style-type: none"> <li>▪ Provided history of capacity relative to grant <b>0-5</b></li> <li>▪ Experience and capability demonstrated and adequate <b>0-5</b></li> </ul>	0-2	3-4	5-6	7-8	9-10		
3. Programming Implementation <b>(25)</b> <ul style="list-style-type: none"> <li>▪ Plan for classes &amp; sample schedule in appendices <b>0-3</b></li> <li>▪ Description of how each item under "Scope of Work" will be met <b>0-15</b></li> <li>▪ Target Population-recruitment plan and methods to</li> </ul>	0-5	6-11	12-17	18-23	24-25		

APPENDIX A

<p>serve to target number) <b>0-5</b></p> <ul style="list-style-type: none"> <li>▪ Partner with other Wicomico County agencies. <b>0-2</b></li> </ul>							
<p>4. Personnel <b>(15)</b></p> <ul style="list-style-type: none"> <li>▪ Vendor qualifications <b>0-5</b></li> <li>▪ Staff qualifications/ requirements (if necessary, if no staff, add these points automatically) <b>0-5</b></li> <li>▪ Resumes and/or job description and requirements <b>0-5</b></li> </ul>	0-3	4-7	8-10	11-13	14-15		
<p>5. Soundness <b>(25)</b></p> <ul style="list-style-type: none"> <li>▪ Sustainability Plan <b>0-5</b></li> <li>▪ Clearly Defined Objectives <b>0-3</b></li> <li>▪ Relevant Research Support <b>0-2</b></li> <li>▪ Sample Schedule is balanced and reasonable <b>0-3</b></li> <li>▪ Maintenance of confidentiality <b>0-3</b></li> <li>▪ Quality assurance mechanisms in place <b>0-4</b></li> <li>▪ Performance measures (How all measures will be addressed, any additional measures that are proposed) <b>0-5</b></li> </ul>	0-5	6-11	12-18	19-22	23-25		

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<p>6. Fiscal Management Capability <b>(20)</b></p> <ul style="list-style-type: none"> <li>▪ Budget is reasonable and realistic <b>0-5</b></li> <li>▪ Budget matches goals of program <b>0-7</b></li> <li>▪ Budget Narrative is detailed and calculations match the budget <b>0-8</b></li> </ul>	0-5	6-10	11-14	15-18	19-20		
<p>7. Extra Points <b>(up to 3)</b></p> <ul style="list-style-type: none"> <li>▪ Two Generational Approach <b>0-1</b></li> <li>▪ Multi-Lingual <b>0-1</b></li> <li>▪ Cash Match/In-Kind <b>0-1</b></li> </ul>							
<p><b>TOTAL 100 points</b></p>							

**Proposal Content Definitions**

## EXHIBIT A

### WICOMICO COUNTY MARYLAND STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Wicomico County (“County”) contracts. These provisions are not a complete agreement. The provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions.

This document and the Contract are intended to be complementary. If the terms and conditions and the Contract conflict, then the Contract will prevail.

The term “Contract” includes a document entitled “agreement” or other title denoting a contract. The Wicomico County Executive is the person authorized to enter contracts for Wicomico County.

**Amendment.** This Contract is the entire agreement between the parties. All other prior communications related to this Contract are superseded by this Contract. No amendment to this Contract is binding unless in writing and signed by the parties.

**Bankruptcy.** Upon the filing of a bankruptcy proceeding by or against the Contractor or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors:

- A. The Contractor must notify the County immediately; and
- B. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.

**Compliance with Law.** The Contractor warrants that:

- A. The executed Contract will be a valid obligation enforceable in accordance with its terms;
- B. Contractor will perform in a workmanlike manner and in accordance with applicable professional standards;
- C. Contractor is qualified to do business in the State of Maryland and that it will remain qualified;
- D. Contractor is not behind in the payment of any obligations due to the County and that it will not become behind during the term of this Contract;
- E. Contractor will comply with all applicable federal, State, local laws, regulations, and ordinances; and
- F. Contractor will obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under this Contract.

**Contingent Fee Prohibition.** The Contractor warrants that it has not directed anyone, other than its employee or agent, to solicit this Contract and that it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of this Contract.

**Counterparts and Signature.** This Contract may be executed in several counterparts, each of which may be an original and all of which will constitute the same instrument. Unless otherwise specified by the County, this Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of this Contract will have the same effect as an original signed copy.

**Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.

**Governing Law.** This Contract is governed by the laws of the State of Maryland and Wicomico County.

**Indemnification.** The Contractor will indemnify the County, its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims, or judgments (including Attorney's fees) resulting from injury to or death of any person or damage to property of any kind, which injury, death, or damage arises out of, or is in any way connected with the performance of the work or failure to perform its obligations under this Contract.

This obligation applies to any acts, omissions, or negligent conduct, including acts or omissions of Contractor's agents or employees, except that it is not applicable to injury, death, or damage to the property arising from the sole negligence of Wicomico County, its officers, agents, or employees.

**Independent Contractor.**

- A. Contractor is an "Independent Contractor." Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor's performance. The Contractor will comply promptly with County requests relating to the emphasis to be placed on aspects of the work. But Contractor is responsible for determining the appropriate means and manner of performing the work.
- B. Contractor warrants that Contractor is not an employee of the County, is not currently employed by the Federal Government, and is not an officer, employee, or agent of the County.
- C. Contractor is responsible for all federal or state taxes applicable to any compensation or payments paid to Contractor under this Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation paid to Contractor.
- D. Contractor agrees to immediately provide the County notice of any claim made against Contractor by any third party. Contractor also agrees not to assign to any third party, without the County's written consent, any obligation of the County to indemnify Contractor for any actions under this Contract.

**Insurance Requirements.**

- A. Contractor must obtain and keep in effect Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County prior to the time this Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage. Coverage must be written on an occurrence form.

- B. Contractor must obtain and keep in effect, automobile insurance on all vehicles used in this Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations of any owned or hired automobiles used by Contractor in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- C. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of this Contract.
- D. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation or restriction by the insurance company of any insurance policy referred to in this section.
- E. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

**Nondiscrimination.** Contractor may not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Contractor agrees that this provision will be incorporated in all subcontracts related connection to this Contract.

**Ownership of Documents and Materials; Intellectual Property.**

- A. The Contractor agrees that all documents, including reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, or computations prepared for this Contract will be available to the County upon request and become the exclusive property of the County upon termination or completion of the services. The County has the right to use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- B. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the intellectual property.
- C. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by this Contract.

**Payments.** Payments to the Contractor pursuant to this Contract will be within 30 days of the County’s receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will be charged at a rate of 6% per year.

**Records.** Contractor must maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. Contractor must maintain any other records pertinent to this Contract in a manner that clearly documents Contractor’s performance. Contractor agrees that the County and its agents can all records of the Contractor that are relevant to this Contract. All relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of

this Contract, or until the conclusion of any audit, controversy, or litigation related to this Contract, whichever is later. All subcontracts must comply with these provisions.

**Remedies.**

- A. **Corrections of errors, defect and omissions.** Contractor agrees to perform work necessary to correct errors, defects, and omissions in the services required under this Contract, without undue delays and without cost to the County. The County's acceptance of the work will not relieve the Contractor of the responsibility of subsequent corrections of errors.
- B. **Set Off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
- C. **Cumulative.** These rights and remedies of County and Contractor are cumulative and without waiver of any other rights or remedies.

**Responsibility of Contractor.**

- A. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
- B. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under this Contract.
- C. If the Contractor fails to perform the services in conformance with the standard set forth in subparagraph A above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

**Severability/Waiver.** If a court finds any term of this Contract to be invalid, the validity of the remaining terms will not be affected. The remaining terms will be construed as if the Contract did not contain the invalid term. The failure of either party to enforce any term of this Contract is not a waiver by that party.

**Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County has the right to withhold consent for any reason the County deems appropriate.

**Substance Abuse and Drug Testing.** Contractors and its employees are subject to the County's policy on substance abuse and drug testing for the use, possession, or sale of drugs or alcohol while performing County business or while in a County facility. Violation or refusal to cooperate may result in a ban from County facilities or from participating in County operations.

**Survival.** The terms, conditions, representations, and all warranties contained in this Contract survive the termination or expiration of this Contract.

**Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice to the Contractor. The notice will specify the cause for termination. All finished or unfinished work provided by the Contractor will, at

the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.

**Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract, in whole or in part, when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for work or costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

**Termination of Multi-year Contract.** If funds are not available for any fiscal period of this Contract after the first fiscal period, then this Contract will be cancelled automatically as of the beginning of unfunded fiscal period. The effect of termination of the Contract will be to discharge both the Contractor and the County from future performance of the Contract but not from their rights and obligations existing at the time of termination. The Contractor will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The County will notify the Contractor if it has knowledge that funds are not available for the continuation of this Contract for a fiscal period beyond the first period.

**Third Party Beneficiaries.** The County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the terms of this Contract.

**Time is of the essence.** Time is of the essence in Contractor's performance of each and every obligation and duty under this Contract.

**Use of County Facilities.** Contractor and its employees or agents have the right to use only those facilities of the County that are necessary to perform the services under this Contract. County has no responsibility for the loss, theft, disappearance of or damage to equipment, tools, materials, supplies, or other personal property of Contractor or its employees, subcontractors, or agents which may be stored on County premises.

**Whole Contract.** This Contract constitutes the complete and exclusive statement of the Contract between the parties relevant to the purpose described and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this Contract.